

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, November 14, 2023

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

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

Regular Town Commission

Tuesday, November 14, 2023, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Sidewalk Cafe Update
 - 5.b. 75th Anniversary Update
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. LBTS Fire & Rescue October 2023 Safety Report
 - 7.b. BSO October 2023 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for October 17, 2023 and October 24, 2023.
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Resolution 2023-66: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING EVERGREEN CLEANING SERVICES, INC. FOR DECORATIVE PAVER PRESSURE WASHING SERVICES PURSUANT TO RFP NO. 23-10-11; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$184,280.60 PER YEAR; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.
 - 13.b. Special Event Application: The Feast of the Holy Epiphany
14. **COMMISSIONER COMMENTS**

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a.** Resolution 2023- 67: APPROVING AN AGREEMENT FOR SPECIAL MAGISTRATE SERVICES WITH JUDITH SECHER, ESQ. AND PROVIDING AN EFFECTIVE DATE.

18. QUASI JUDICIAL PUBLIC HEARINGS

- 18.a.** Case 2023-V-02: Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-127 “Variance procedures and requirements” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Variance (2022-V-02) from Section 30-313(s)(2) of the Town Code , to permit the construction of a canopy at the property line that encroaches into both the required five (5) foot side yard setback and the required fifteen (15) foot rear yard setback for an accessory structure and from Section 30-313(d)(1)(a) of the Town Code, to permit the erection of a wall ten (10) feet in height where a maximum height of six (6) feet is permitted for the subject property located at 1900 E Terra Mar Drive.

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: November 14, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Sidewalk Cafe Update

Explanation: Development Services has been working diligently to meet with all businesses affected by the sidewalk cafe expansion. Staff has been working to ensure that each business has the opportunity to meet with staff and update their existing sidewalk cafe agreements to include a revised plan with new configurations and updated furniture. The sidewalk cafe standards and noise regulations were also reviewed by each business in person or on site according to the business's preference. To date, staff have met with the following businesses:

Businesses Serviced to Date	
Aruba	Harats By The Sea
Playa Bowls	Vinnies By The Sea
Village Grille	Sloans Ice Cream
101 Ocean	Even Keel
Boston Beef	
Taco Craft	
Gelato Go	

Staff will continue to reach out to the remaining businesses to ensure that their respective

sidewalk cafe layouts are updated and approved as quickly as possible.

Recommendation:

Exhibits:

1. Sidewalk Cafe and Outdoor Dining

SIDEWALK CAFÉ & OUTDOOR DINING

Town of Lauderdale-By-The-Sea

Development Services

By Muriel Ramirez & Jhanelle Campbell

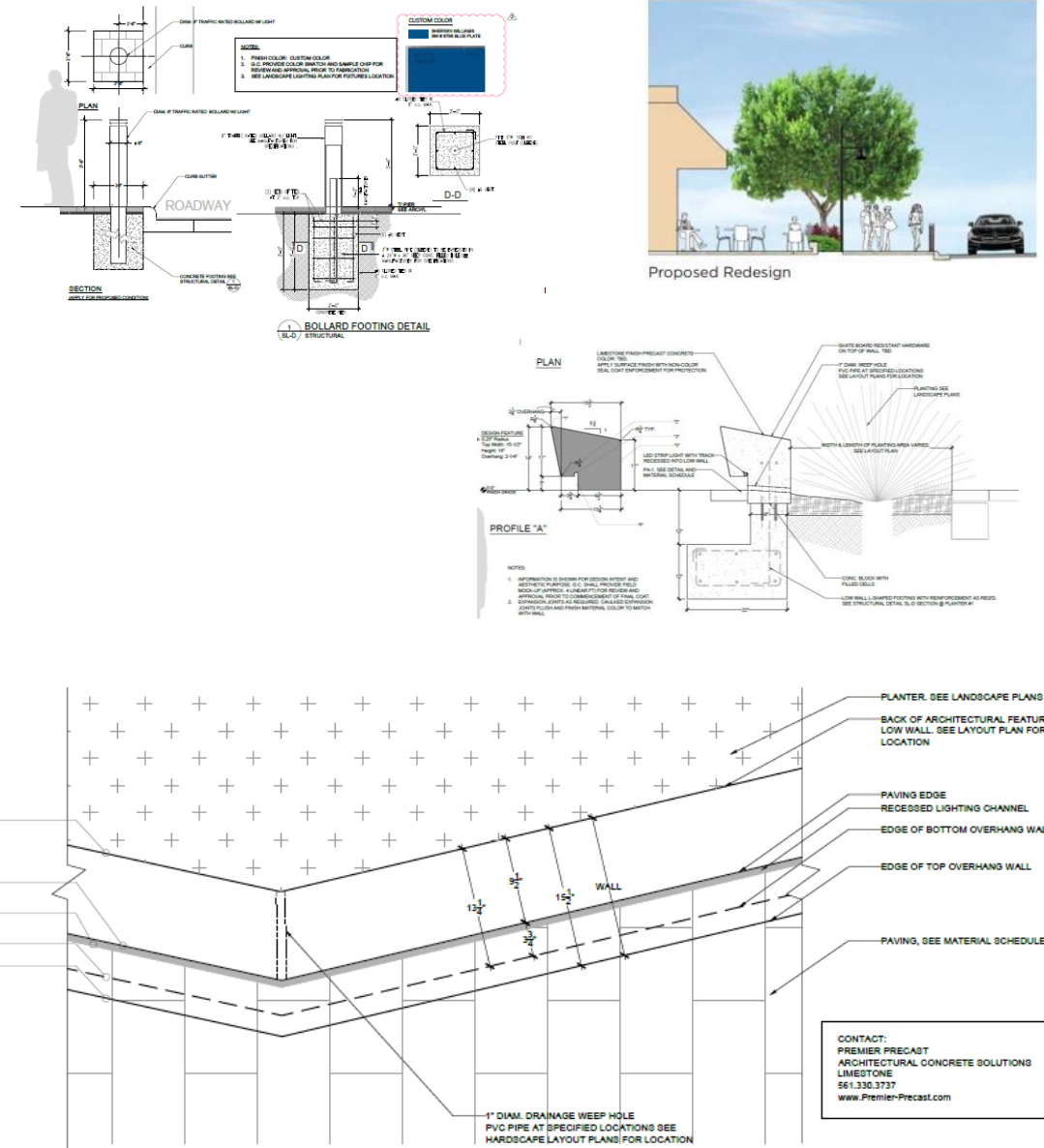
Updated 10-20-2023



APPROVED DOWNTOWN ENHANCEMENTS

- 11'-0" new pedestrian walkway is being relocated to the perimeter of the sidewalk.
- The Enhancement Project includes a 4,050-square-foot sidewalk expansion, new lighting, signage, planters, and protective bollards. By expanding the sidewalks along Commercial Boulevard and Ocean Drive, we're ensuring there are dedicated areas for outdoor dining and walkways for pedestrians.

"...This project will help prioritize the Town's walkability for years to come while also providing more permanent outdoor dining options for residents and visitors to enjoy."



AGENDA

- APPROVED DOWNTOWN ENHANCEMENTS
- CONCEPTS
 - DEFINITIONS
- SIDEWALK CAFÉ STANDARDS
 - CLEARANCE REQUIREMENTS
 - MAINTENANCE
 - NOISE LEVELS
 - INSURANCE REQUIREMENTS
- APPROVAL PROCESS
 - EXAMPLE
- LAYOUTS



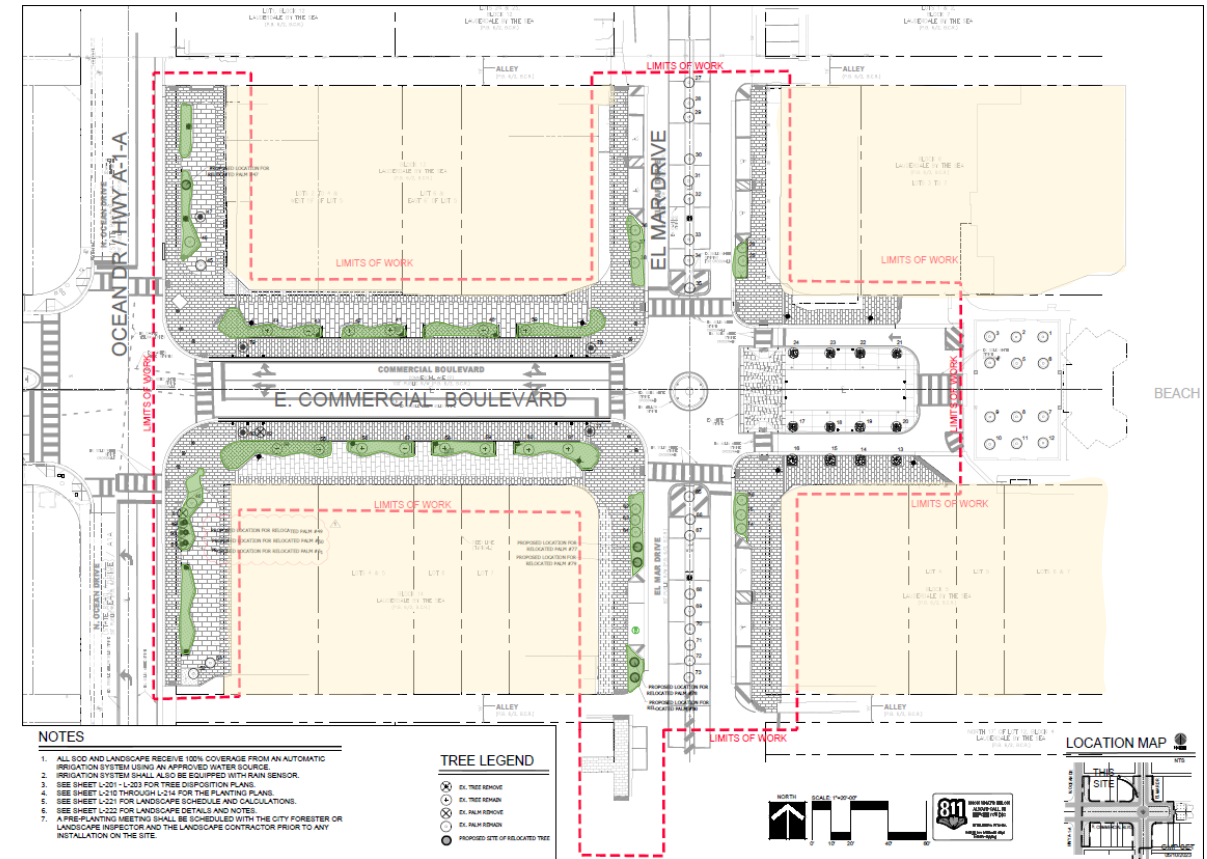
CONCEPTS



DEFINITIONS

per Sec. 17-85 & Sec. 30-271

- Sidewalk café –
 - located on Public Property
- Outdoor dining –
 - located on Private Property
- Buffer Zone –
 - Clear pedestrian path for the visual and physical separation between the street curb and any sidewalk café furniture and/or fixture
- Maintenance area –
 - Sidewalk café area(s) plus the sidewalks (including the pedestrian paths and buffer zones) in, around and adjacent to the sidewalk café area(s) that the owner/operator is responsible for maintaining
- Pedestrian path –
 - Town designated portion of the ROW adjacent to the sidewalk café that is required to be kept free and clear to allow a safe passageway for walking



Approved Plan

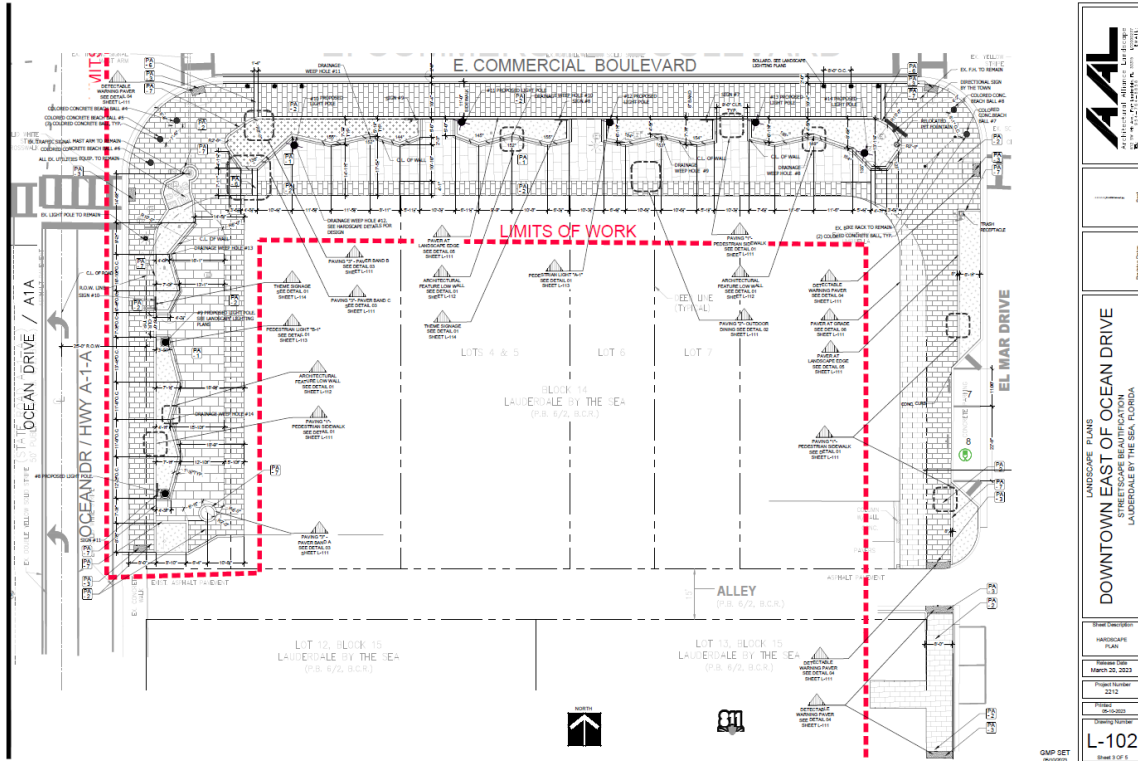
SIDEWALK CAFÉ STANDARDS



Café Areas and Clearance Requirements

The number of tables and chairs installed depends on:

- Physical configuration of the site
- **(Sec. 1004.8 FL Building Code) 1 seat per 10sq. Ft. Seating Capacity**
- Number of Restrooms
- Parking Requirements apply to outdoor dining only



REQUIREMENTS

- UMBRELLAS AND FURNITURE -

- **Sec. 17-89 (f)**

- Design, material and color shall be approved by Town Manager

- BARRIERS –

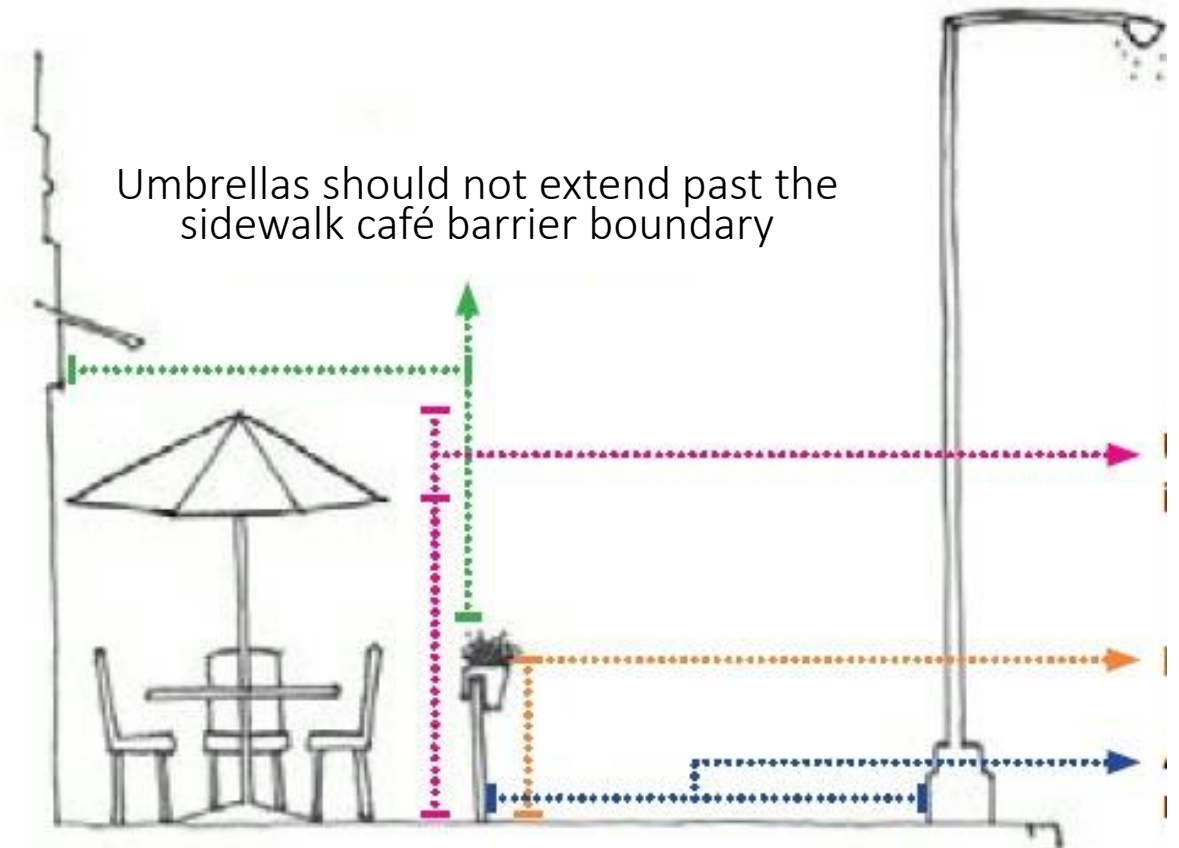
- **Sec. 17-89 €**

- No barriers are allowed (except when required by the FL Building Code e.g. Aruba and Village Grill)

- UMBRELLA SIGNAGE -

- **Sec. 17-91 (m)**

- Establishment name only
 - Lettering: 4" in height



Section

MAINTENANCE AREA AND PLAN

MAINTENANCE AREA:

- The area used for outdoor dining, sidewalk café and the sidewalks in, around and adjacent to them.



REQUIRED MAINTENANCE:

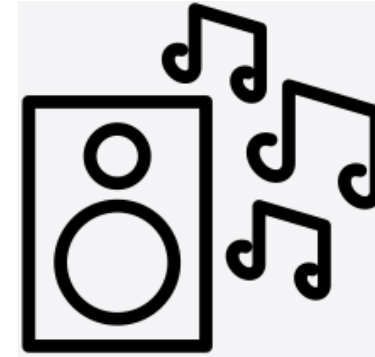
The Café operator shall:

- Per Sec. 17-91 (I) “responsible for the proper maintenance of the café area, sidewalk and roadway adjacent to it”
- Empty Town trash bins located adjacent to the business

MUSIC

per Sec. 17-89 (j) and Sec. 13-6 (c)

- Music –
 1. Live and/or amplified music shall be prohibited within the confines of a sidewalk café area
 2. Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store
- Noise Limitations -
 - 7am to 10pm do not exceed 85dBA or 85 dBC
 - 10pm to 7am do not exceed 75 dBA or 75dBC



Sec. 13-8

Violation	Fine
First	\$50.00
Second * within 12 months of first	\$100.00
Third * within 18 months of first	\$500.00

Enforcement and Penalty

INSURANCE REQUIREMENTS



Per Sec. 17-90 (a)

"The permittee agrees to ...hold harmless the Town

The Café operator shall:

- Per Sec.17-9 (3) "the applicant shall meet the following minimum insurance requirements"
 - Proof of commercial general liability
 - Certificate of liquor liability
 - No retention greater than \$15,000.00
 - All policies
 - State of Florida and
 - Rate A- or better per Best's Key Rating Guide
 - 30 days' written notice to Town
 - Town shall be named as an additional insured on all required insurance policies, and an endorsement

APPROVAL PROCESS



APPROVAL PROCESS

1. Sidewalk Café / Outdoor Dining Application
2. Applicant meeting
3. Sidewalk café configuration, umbrella details and furniture are finalized
4. Permit approved by Town Manager and issued

EXAMPLE

101 Ocean

LEGEND

-  Outdoor Dining
-  Sidewalk Cafe
-  Maintenance Area



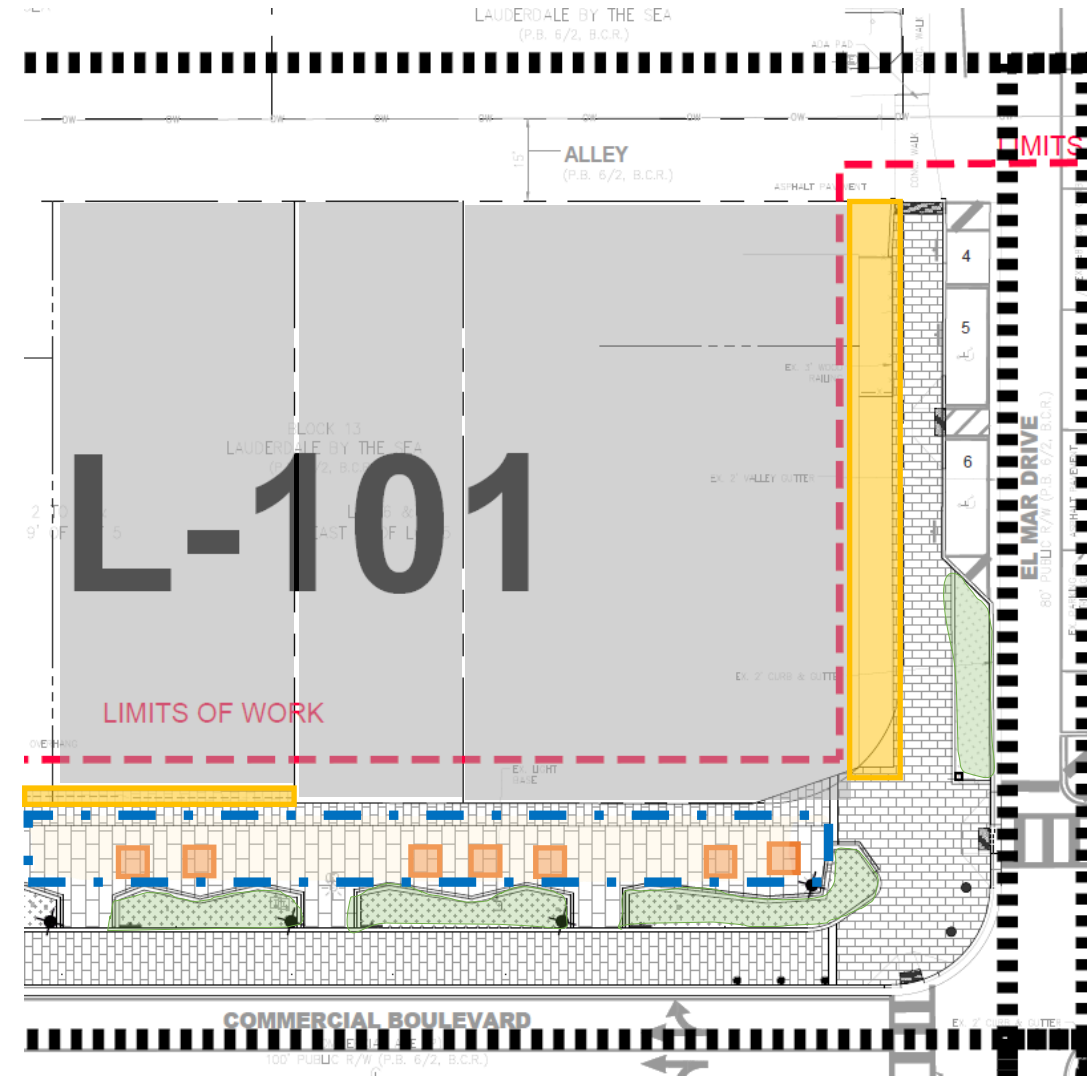
FOUR TOP



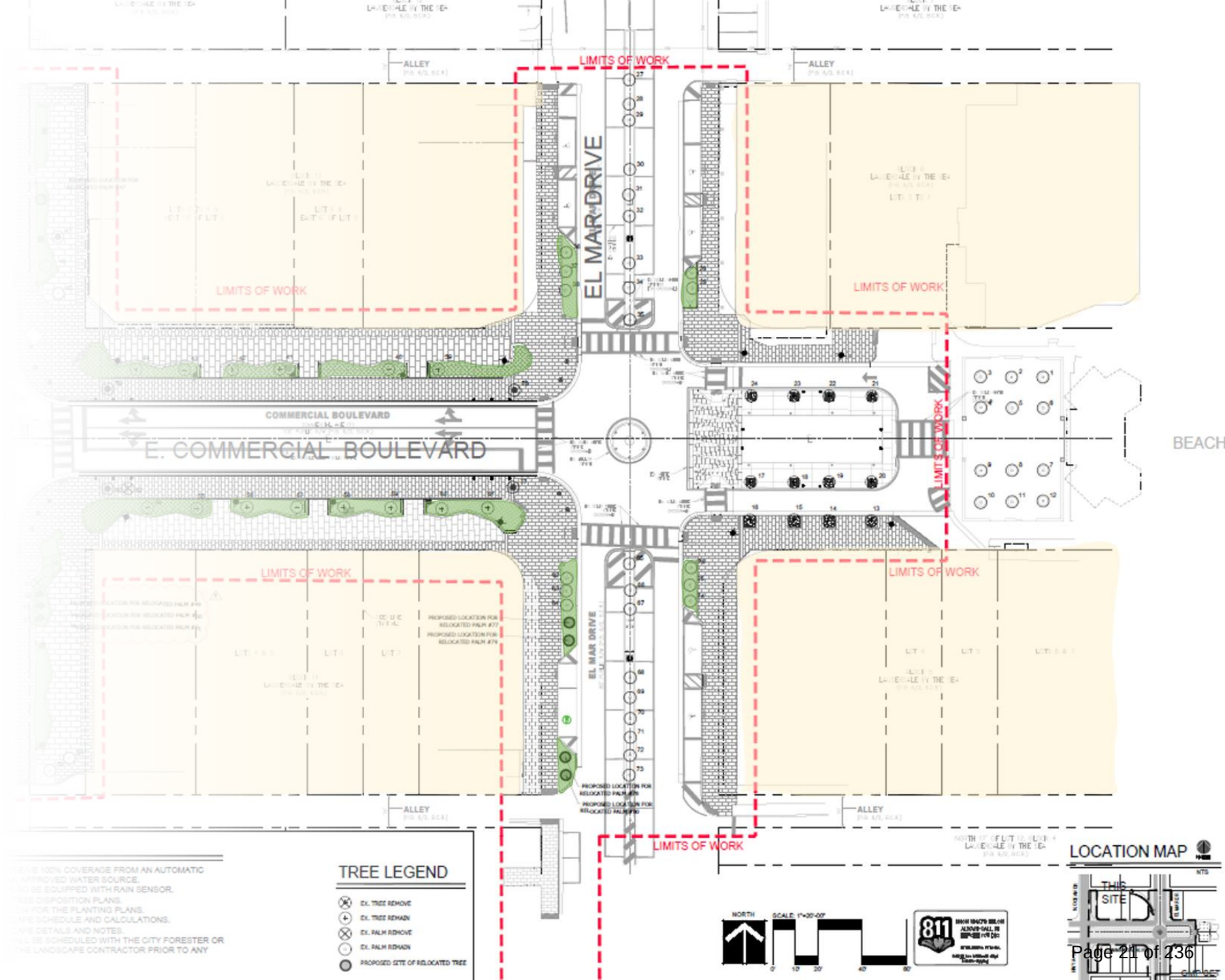
UMBRELLAS



TWO TOP



LAYOUTS

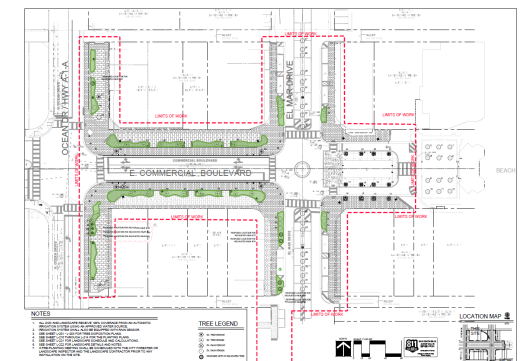


SIDEWALK CAFÉ COMPARISONS

Existing Layout					Approved Layout					Potential Seats Gained
<u>Business</u>	<u>SW Café Sq. Ft.</u>	<u>Total Number of Seats</u>	<u>Outdoor Dining Sq.Ft.</u>	<u>Maint. Area</u>	<u>Business</u>	<u>SW Café Sq. Ft.</u>	<u>Potential Number of Seats</u>	<u>Outdoor Dining Sq.Ft.</u>	<u>Maint. Area</u>	

Businesses Serviced to Date

Aruba	Harats By The Sea
Playa Bowls	Vinnies By The Sea
Village Grille	Sloans Ice Cream
101 Ocean	Even Keel
Boston Beef	
Taco Craft	
Gelato Go	





FURNITURE





Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By: Katie Anderson, Special Events and Community Marketing Coordinator

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: 75th Anniversary Update

Explanation: Katie Anderson will give a presentation on Boo!, Veteran's Day, the upcoming Christmas-By-The-Sea and our 75th Anniversary Celebration!

Recommendation:

Exhibits: None



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: LBTS Fire & Rescue October 2023 Safety Report

Explanation: LBTS October 2023 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: N/A

Exhibits:

1. LBTS October 2023 Report



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

100 West Atlantic Boulevard
Room 220
Pompano Beach, FL 33060
Office 954•786•4695
Fax 954•786•4328

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: LBTS PUBLIC SAFETY REPORT – OCTOBER 2023

CC: PETE MCGINNIS

Below are the resident complaints for the month of October: 0

Below are the public education events that were held during the month of October:

- Community Event- **1 Boo by the Sea**

The total number of participants for the public education events held this month is **1**.

Plan Reviews and Fees:

Plans Examiner Zalewski reports the below statistical data for the month of October

Type	Amount/Number
Plans Reviewed	4
Square Footage	205,550
Plan Review Revision Fee	\$0.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$325,270.04
PBFR Plan Review Fee	\$1813.19
PBFR Tech Fee	\$36.26
New Constructions	4

Plan Type	Plans Reviewed
30- Apartments	12
38- Business	1
90- Site Plan	1
Grand Total	14

Complaints & Notice of Violation:

Plans Examiner Zalewski reports that Complaints for the month of October

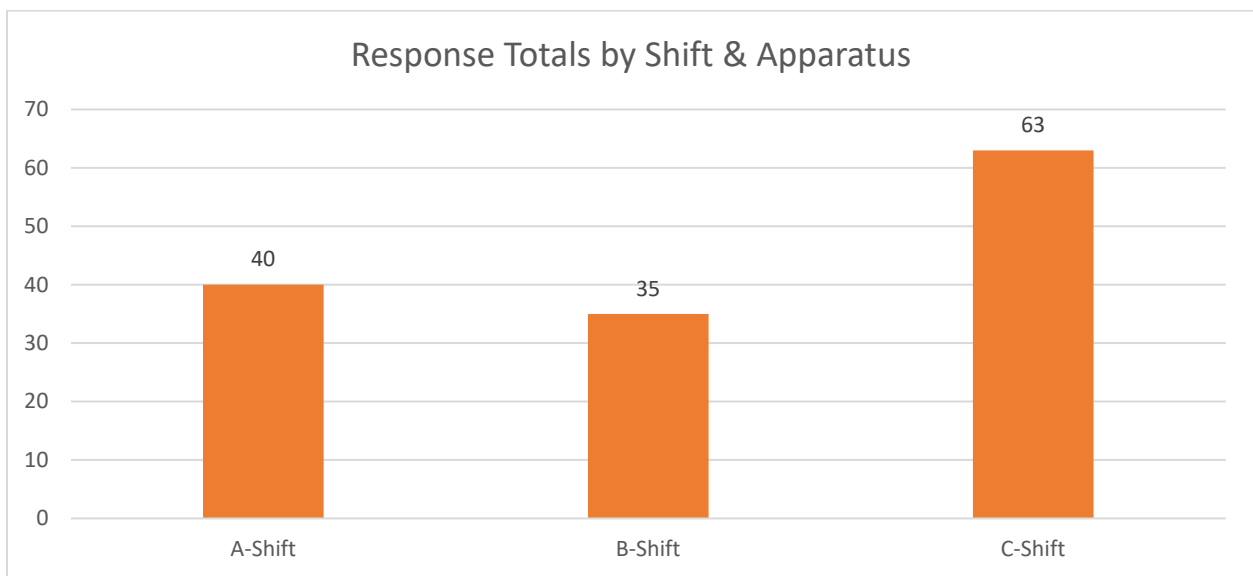
	Assigned	On Going	Completed
10/01/2023 through 10/31/23	0	2	0

Below are the Fire Incidents for the Month of October 2023.

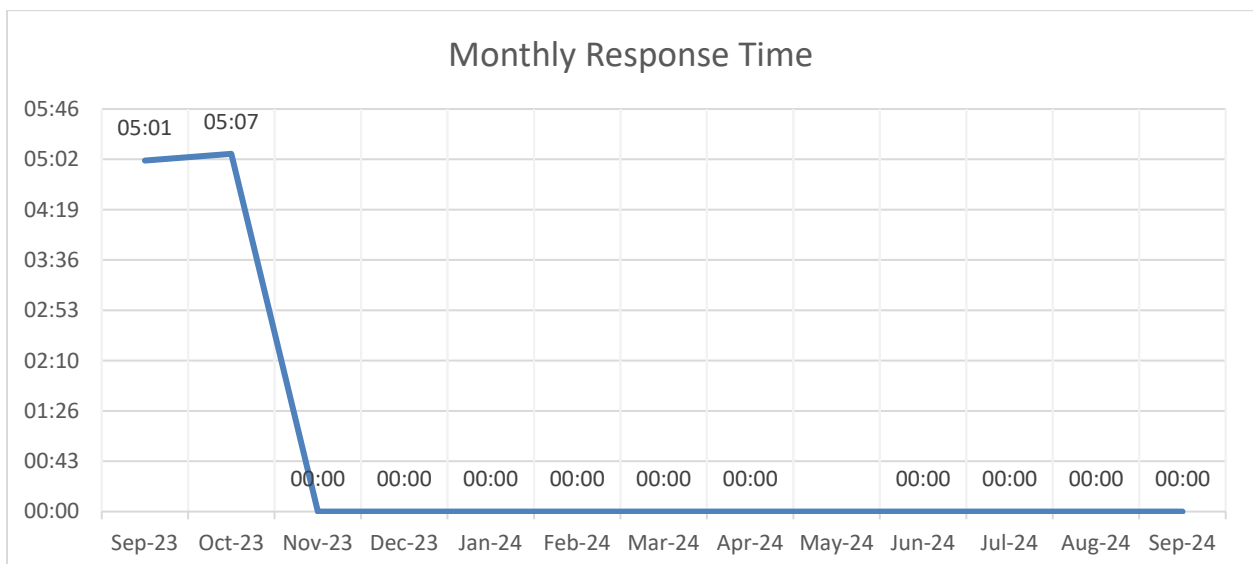
Part III- Breakdown of Fires (Incident Type 110-129)

Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	<u>0</u>
04 - Other Residential	\$0.00	0	0	<u>0</u>
06 - Public Assembly	\$0.00	0	0	<u>0</u>
09 - Stores and Offices	\$0.00	0	0	<u>0</u>
	Total Loss \$0.00			0

PBFR Operational Statistics:



There are 3 shifts that work from 7:30a-7:30a. We have a 24 hr shift schedule.



Monthly Response Time Chart is an average of response times from time of dispatch to arrival on scene. **The Average Response time for the month is 5:07.**

C-Shift	M12	10/1/2023 11:29 AM	10/1/2023 11:33 AM	EMS call, excluding vehicle accident with injury	0:03:51
C-Shift	M12	10/1/2023 7:38 PM	10/1/2023 7:42 PM	EMS call, excluding vehicle accident with injury	0:03:27
C-Shift	M12	10/1/2023 8:19 PM	10/1/2023 8:22 PM	EMS call, excluding vehicle accident with injury	0:02:26
C-Shift	M12	10/1/2023 8:57 PM	10/1/2023 9:00 PM	Police matter	0:03:07
C-Shift	M12	10/1/2023 10:42 PM	10/1/2023 10:47 PM	EMS call, excluding vehicle accident with injury	0:04:50
A-Shift	M12	10/2/2023 7:17 AM	10/2/2023 7:22 AM	EMS call, excluding vehicle accident with injury	0:04:16
A-Shift	M12	10/2/2023 3:35 PM	10/2/2023 3:40 PM	Assist invalid	0:05:15
A-Shift	M12	10/2/2023 5:14 PM	10/2/2023 5:18 PM	Police matter	0:03:33
A-Shift	M12	10/2/2023 5:36 PM	10/2/2023 5:40 PM	EMS call, excluding vehicle accident with injury	0:04:28
B-Shift	M12	10/3/2023 7:37 AM	10/3/2023 7:43 AM	EMS call, excluding vehicle accident with injury	0:06:12
B-Shift	M12	10/3/2023 8:57 AM	10/3/2023 9:03 AM	EMS call, excluding vehicle accident with injury	0:05:29
B-Shift	M12	10/3/2023 10:00 AM	10/3/2023 10:05 AM	EMS call, excluding vehicle accident with injury	0:05:37
B-Shift	E12	10/3/2023 5:02 PM	10/3/2023 5:06 PM	Public service	0:04:03
B-Shift	M12	10/3/2023 8:10 PM	10/3/2023 8:14 PM	EMS call, excluding vehicle accident with injury	0:04:02
C-Shift	M12	10/4/2023 9:30 AM	10/4/2023 9:35 AM	EMS call, excluding vehicle accident with injury	0:04:42
C-Shift	M12	10/4/2023 12:18 PM	10/4/2023 12:22 PM	Public service	0:03:32
C-Shift	E12	10/4/2023 1:19 PM	10/4/2023 1:30 PM	Alarm system activation, no fire - unintentional	0:10:50
C-Shift	M12	10/4/2023 2:02 PM	10/4/2023 2:05 PM	EMS call, excluding vehicle accident with injury	0:03:31
C-Shift	E12	10/4/2023 2:27 PM	10/4/2023 2:34 PM	EMS call, excluding vehicle accident with injury	0:07:05
C-Shift	E12	10/5/2023 12:26 AM	10/5/2023 12:36 AM	Public service assistance, other	0:10:09
C-Shift	M12	10/5/2023 3:10 AM	10/5/2023 3:15 AM	EMS call, excluding vehicle accident with injury	0:04:57
C-Shift	M12	10/5/2023 5:35 AM	10/5/2023 5:41 AM	EMS call, excluding vehicle accident with injury	0:05:44
C-Shift	E12	10/5/2023 5:47 AM	10/5/2023 5:56 AM	EMS call, excluding vehicle accident with injury	0:09:02
A-Shift	E12	10/5/2023 4:03 PM	10/5/2023 4:13 PM	Smoke detector activation due to malfunction	0:10:07
A-Shift	M12	10/5/2023 8:58 PM	10/5/2023 9:02 PM	EMS call, excluding vehicle accident with injury	0:04:10
A-Shift	R12	10/6/2023 10:17 PM	10/6/2023 10:20 PM	EMS call, excluding vehicle accident with injury	0:03:23
C-Shift	E12	10/7/2023 12:02 PM	10/7/2023 12:05 PM	Police matter	0:03:01

C-Shift	R12	10/7/2023 12:01 PM	10/7/2023 12:06 PM	Police matter	0:05:45
C-Shift	E12	10/7/2023 7:31 PM	10/7/2023 7:38 PM	Alarm system sounded due to malfunction	0:07:22
C-Shift	E12	10/7/2023 9:25 PM	10/7/2023 9:31 PM	Alarm system sounded due to malfunction	0:06:01
C-Shift	R12	10/7/2023 9:39 PM	10/7/2023 9:44 PM	No incident found on arrival at dispatch address	0:04:16
C-Shift	R12	10/8/2023 12:25 AM	10/8/2023 12:29 AM	EMS call, excluding vehicle accident with injury	0:04:09
A-Shift	E12	10/8/2023 7:49 AM	10/8/2023 7:49 AM	Assist police or other governmental agency	0:00:11
A-Shift	R12	10/8/2023 1:37 PM	10/8/2023 1:43 PM	EMS call, excluding vehicle accident with injury	0:05:37
A-Shift	R12	10/8/2023 7:35 PM	10/8/2023 7:36 PM	EMS call, excluding vehicle accident with injury	0:01:11
A-Shift	E12	10/8/2023 8:35 PM	10/8/2023 8:44 PM	Water or steam leak	0:09:38
B-Shift	E12	10/9/2023 1:14 PM	10/9/2023 1:20 PM	Good intent call, other	0:05:17
B-Shift	E12	10/9/2023 3:15 PM	10/9/2023 3:17 PM	EMS call, excluding vehicle accident with injury	0:02:08
B-Shift	R12	10/9/2023 3:15 PM	10/9/2023 3:16 PM	EMS call, excluding vehicle accident with injury	0:01:27
B-Shift	R12	10/9/2023 4:30 PM	10/9/2023 4:32 PM	EMS call, excluding vehicle accident with injury	0:02:33
B-Shift	R12	10/10/2023 4:04 AM	10/10/2023 4:10 AM	EMS call, excluding vehicle accident with injury	0:05:34
C-Shift	R12	10/10/2023 12:38 PM	10/10/2023 12:42 PM	EMS call, excluding vehicle accident with injury	0:03:26
C-Shift	R12	10/10/2023 6:04 PM	10/10/2023 6:08 PM	EMS call, excluding vehicle accident with injury	0:03:37
C-Shift	R12	10/10/2023 6:52 PM	10/10/2023 6:55 PM	EMS call, excluding vehicle accident with injury	0:03:20
C-Shift	E12	10/10/2023 9:51 PM	10/10/2023 9:58 PM	EMS call, excluding vehicle accident with injury	0:07:35
C-Shift	R12	10/10/2023 10:07 PM	10/10/2023 10:13 PM	EMS call, excluding vehicle accident with injury	0:05:59
A-Shift	E12	10/11/2023 3:41 PM	10/11/2023 3:46 PM	Alarm system activation, no fire - unintentional	0:04:31
A-Shift	R12	10/11/2023 11:00 PM	10/11/2023 11:04 PM	Assist invalid	0:04:21
A-Shift	E12	10/11/2023 11:27 PM	10/11/2023 11:33 PM	Water or steam leak	0:05:43
B-Shift	R12	10/12/2023 7:51 AM	10/12/2023 7:55 AM	EMS call, excluding vehicle accident with injury	0:03:56
B-Shift	R12	10/12/2023 11:49 AM	10/12/2023 11:56 AM	No incident found on arrival at dispatch address	0:06:15
B-Shift	E12	10/12/2023 12:05 PM	10/12/2023 12:09 PM	Dispatched & canceled en route	0:04:15
C-Shift	E12	10/13/2023 7:50 AM	10/13/2023 7:53 AM	Assist invalid	0:03:31
C-Shift	R12	10/13/2023 3:50 PM	10/13/2023 3:53 PM	Motor vehicle accident with no injuries.	0:03:05
C-Shift	E12	10/13/2023 3:50 PM	10/13/2023 3:54 PM	Motor vehicle accident with no injuries.	0:04:21

C-Shift	R12	10/13/2023 7:21 PM	10/13/2023 7:25 PM	EMS call, excluding vehicle accident with injury	0:04:01
C-Shift	R12	10/14/2023 12:25 AM	10/14/2023 12:29 AM	Police matter	0:04:37
C-Shift	R12	10/14/2023 3:19 AM	10/14/2023 3:24 AM	Police matter	0:05:18
C-Shift	E12	10/14/2023 3:19 AM	10/14/2023 3:24 AM	Police matter	0:05:24
C-Shift	R12	10/14/2023 3:19 AM	10/14/2023 3:24 AM	Police matter	0:05:18
C-Shift	E12	10/14/2023 3:19 AM	10/14/2023 3:24 AM	Police matter	0:05:24
A-Shift	R12	10/14/2023 1:53 PM	10/14/2023 1:55 PM	EMS call, excluding vehicle accident with injury	0:02:30
A-Shift	R12	10/14/2023 6:18 PM	10/14/2023 6:21 PM	EMS call, excluding vehicle accident with injury	0:03:31
A-Shift	E12	10/15/2023 12:23 AM	10/15/2023 12:31 AM	Assist invalid	0:08:44
A-Shift	R12	10/15/2023 2:17 AM	10/15/2023 2:20 AM	Assist invalid	0:03:00
B-Shift	E12	10/15/2023 9:32 AM	10/15/2023 9:36 AM	Removal of victim(s) from stalled elevator	0:03:54
B-Shift	R12	10/15/2023 10:06 AM	10/15/2023 10:11 AM	EMS call, excluding vehicle accident with injury	0:05:08
B-Shift	R12	10/15/2023 2:24 PM	10/15/2023 2:29 PM	EMS call, excluding vehicle accident with injury	0:04:52
B-Shift	R12	10/15/2023 4:52 PM	10/15/2023 4:55 PM	No incident found on arrival at dispatch address	0:03:38
B-Shift	R12	10/15/2023 9:57 PM	10/15/2023 10:04 PM	EMS call, excluding vehicle accident with injury	0:06:51
B-Shift	E12	10/15/2023 11:31 PM	10/15/2023 11:37 PM	Motor vehicle accident with no injuries.	0:05:55
B-Shift	R12	10/15/2023 11:31 PM	10/15/2023 11:37 PM	Motor vehicle accident with no injuries.	0:05:48
C-Shift	R12	10/16/2023 10:31 AM	10/16/2023 10:35 AM	EMS call, excluding vehicle accident with injury	0:04:12
C-Shift	E12	10/16/2023 7:00 PM	10/16/2023 7:05 PM	Alarm system activation, no fire - unintentional	0:05:16
C-Shift	E12	10/16/2023 7:13 PM	10/16/2023 7:17 PM	Assist invalid	0:03:50
C-Shift	E12	10/17/2023 6:11 AM	10/17/2023 6:16 AM	Smoke detector activation, no fire - unintentional	0:05:30
A-Shift	R12	10/17/2023 9:12 AM	10/17/2023 9:17 AM	Emergency medical service incident, other	0:04:59
A-Shift	R12	10/17/2023 3:20 PM	10/17/2023 3:24 PM	EMS call, excluding vehicle accident with injury	0:03:39
A-Shift	E12	10/17/2023 3:44 PM	10/17/2023 3:46 PM	Defective elevator, no occupants	0:01:48
A-Shift	E12	10/17/2023 4:34 PM	10/17/2023 4:39 PM	EMS call, excluding vehicle accident with injury	0:04:59
A-Shift	R12	10/17/2023 4:34 PM	10/17/2023 4:39 PM	EMS call, excluding vehicle accident with injury	0:05:11
A-Shift	R12	10/17/2023 8:05 PM	10/17/2023 8:09 PM	EMS call, excluding vehicle accident with injury	0:03:49
A-Shift	R12	10/17/2023 9:07 PM	10/17/2023 9:11 PM	EMS call, excluding vehicle accident with injury	0:03:53

A-Shift	R12	10/18/2023 6:43 AM	10/18/2023 6:47 AM	EMS call, excluding vehicle accident with injury	0:04:18
B-Shift	R12	10/18/2023 10:34 AM	10/18/2023 10:41 AM	EMS call, excluding vehicle accident with injury	0:07:47
B-Shift	R12	10/18/2023 6:06 PM	10/18/2023 6:10 PM	EMS call, excluding vehicle accident with injury	0:04:16
B-Shift	E12	10/18/2023 6:09 PM	10/18/2023 6:12 PM	Detector activation, no fire - unintentional	0:03:10
B-Shift	R12	10/18/2023 10:06 PM	10/18/2023 10:11 PM	EMS call, excluding vehicle accident with injury	0:04:27
C-Shift	R12	10/19/2023 4:39 AM	10/19/2023 4:46 AM	EMS call, excluding vehicle accident with injury	0:06:34
C-Shift	R12	10/19/2023 9:21 PM	10/19/2023 9:24 PM	EMS call, excluding vehicle accident with injury	0:03:19
C-Shift	R12	10/19/2023 10:46 PM	10/19/2023 10:51 PM	EMS call, excluding vehicle accident with injury	0:04:56
A-Shift	E12	10/20/2023 5:26 PM	10/20/2023 5:30 PM	Alarm system activation, no fire - unintentional	0:04:09
A-Shift	R12	10/21/2023 12:12 AM	10/21/2023 12:17 AM	EMS call, excluding vehicle accident with injury	0:05:06
B-Shift	R12	10/21/2023 8:03 AM	10/21/2023 8:07 AM	EMS call, excluding vehicle accident with injury	0:04:27
B-Shift	E12	10/21/2023 10:29 AM	10/21/2023 10:31 AM	Cooking fire, confined to container	0:02:14
C-Shift	E12	10/22/2023 12:11 PM	10/22/2023 12:17 PM	Police matter	0:06:00
C-Shift	R12	10/22/2023 1:22 PM	10/22/2023 1:25 PM	EMS call, excluding vehicle accident with injury	0:03:21
C-Shift	R12	10/22/2023 1:51 PM	10/22/2023 1:53 PM	EMS call, excluding vehicle accident with injury	0:02:02
C-Shift	E12	10/22/2023 6:07 PM	10/22/2023 6:12 PM	Removal of victim(s) from stalled elevator	0:04:55
C-Shift	E12	10/22/2023 7:58 PM	10/22/2023 8:01 PM	Water or steam leak	0:03:05
C-Shift	R12	10/22/2023 10:51 PM	10/22/2023 10:55 PM	EMS call, excluding vehicle accident with injury	0:04:19
C-Shift	R12	10/22/2023 11:25 PM	10/22/2023 11:29 PM	EMS call, excluding vehicle accident with injury	0:04:10
A-Shift	R12	10/23/2023 8:30 AM	10/23/2023 8:35 AM	EMS call, excluding vehicle accident with injury	0:04:35
A-Shift	R12	10/23/2023 9:56 AM	10/23/2023 10:02 AM	EMS call, excluding vehicle accident with injury	0:05:29
A-Shift	E12	10/23/2023 10:43 AM	10/23/2023 10:47 AM	EMS call, excluding vehicle accident with injury	0:03:32
A-Shift	R12	10/23/2023 10:43 AM	10/23/2023 10:47 AM	EMS call, excluding vehicle accident with injury	0:03:54
A-Shift	E12	10/23/2023 2:09 PM	10/23/2023 2:13 PM	Good intent call, other	0:03:26
B-Shift	E12	10/24/2023 1:11 PM	10/24/2023 1:18 PM	Smoke detector activation, no fire - unintentional	0:06:17
B-Shift	E12	10/24/2023 7:57 PM	10/24/2023 8:01 PM	Smoke detector activation, no fire - unintentional	0:04:24
C-Shift	R12	10/25/2023 1:26 PM	10/25/2023 1:43 PM	EMS call, excluding vehicle accident with injury	0:17:01
C-Shift	R12	10/25/2023 2:41 PM	10/25/2023 2:44 PM	EMS call, excluding vehicle accident with injury	0:03:43

C-Shift	R12	10/25/2023 3:38 PM	10/25/2023 3:44 PM	EMS call, excluding vehicle accident with injury	0:06:43
C-Shift	E12	10/25/2023 3:49 PM	10/25/2023 4:01 PM	EMS call, excluding vehicle accident with injury	0:11:21
C-Shift	E12	10/25/2023 5:49 PM	10/25/2023 5:53 PM	Smoke detector activation, no fire - unintentional	0:04:18
C-Shift	E12	10/25/2023 6:26 PM	10/25/2023 6:31 PM	Heat detector activation due to malfunction	0:04:14
C-Shift	R12	10/26/2023 6:40 AM	10/26/2023 6:46 AM	EMS call, excluding vehicle accident with injury	0:06:34
A-Shift	R12	10/26/2023 9:26 PM	10/26/2023 9:27 PM	EMS call, excluding vehicle accident with injury	0:00:49
A-Shift	E12	10/26/2023 9:39 PM	10/26/2023 9:42 PM	EMS call, excluding vehicle accident with injury	0:03:13
B-Shift	R12	10/27/2023 3:24 PM	10/27/2023 3:29 PM	EMS call, excluding vehicle accident with injury	0:05:12
B-Shift	R12	10/27/2023 5:14 PM	10/27/2023 5:19 PM	EMS call, excluding vehicle accident with injury	0:05:09
B-Shift	E12	10/27/2023 11:18 PM	10/27/2023 11:24 PM	No incident found on arrival at dispatch address	0:05:45
C-Shift	R12	10/28/2023 8:54 AM	10/28/2023 8:59 AM	EMS call, excluding vehicle accident with injury	0:04:52
C-Shift	R12	10/28/2023 12:49 PM	10/28/2023 12:53 PM	EMS call, excluding vehicle accident with injury	0:03:33
C-Shift	R12	10/29/2023 1:17 AM	10/29/2023 1:21 AM	EMS call, excluding vehicle accident with injury	0:04:30
A-Shift	R12	10/29/2023 5:46 PM	10/29/2023 5:49 PM	EMS call, excluding vehicle accident with injury	0:03:45
A-Shift	E12	10/29/2023 7:02 PM	10/29/2023 7:06 PM	Motor vehicle accident with no injuries.	0:03:20
A-Shift	R12	10/29/2023 7:02 PM	10/29/2023 7:06 PM	Motor vehicle accident with no injuries.	0:03:42
A-Shift	E12	10/30/2023 12:13 AM	10/30/2023 12:21 AM	Animal problem	0:07:21
A-Shift	E12	10/30/2023 6:45 AM	10/30/2023 6:50 AM	Animal rescue	0:05:36
C-Shift	R12	10/30/2023 7:31 AM	10/30/2023 7:35 AM	EMS call, excluding vehicle accident with injury	0:03:38
C-Shift	R12	10/30/2023 8:58 AM	10/30/2023 9:03 AM	EMS call, excluding vehicle accident with injury	0:04:45
C-Shift	R12	10/30/2023 9:46 AM	10/30/2023 9:52 AM	EMS call, excluding vehicle accident with injury	0:05:33
B-Shift	R12	10/30/2023 12:52 PM	10/30/2023 12:56 PM	EMS call, excluding vehicle accident with injury	0:04:37
B-Shift	R12	10/30/2023 6:23 PM	10/30/2023 6:26 PM	EMS call, excluding vehicle accident with injury	0:03:22
B-Shift	R12	10/30/2023 7:14 PM	10/30/2023 7:21 PM	No incident found on arrival at dispatch address	0:07:35
B-Shift	R12	10/30/2023 11:52 PM	10/31/2023 12:01 AM	EMS call, excluding vehicle accident with injury	0:08:09

All reports in the future will include all contractual information that is required.





Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: November 14, 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 October 2023 Public Safety Report

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

Recommendation: N/A

Exhibits:

1. BSO October 2023 Report



Date: November 9, 2023

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- October 2023

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Douglas Roach

On 10/20/23 just after midnight, BSO Lauderdale by the Sea Deputies responded to the area of 4300 W Tradewinds Ave, in reference to a resident reporting a suspicious person loitering in the area. According to the caller, the subject was walking around the neighborhood suspiciously carrying a backpack. Deputy Roach arrived in the area within minutes and located the suspicious individual, Jose Orlando Maldonado 08/30/86 loitering in the area. Upon contacting the subject, Maldonado provided a false name and Deputy Roach was initially unable to confirm his identity. Through investigative means, the suspect was positively identified via fingerprint identification. It was learned that the suspect is on inmate release status for Burglary of an Unoccupied Structure and was a 7x convicted felon. Deputy Roach conducted a search incident to arrest which revealed the offender was in possession of 1- 762x39 live round and 1 - .45 ACP live round. The suspect was charged with obstruction by false information, and possession of ammunition by a convicted felon. As of the date of this report, the subject remains in custody.

Due to Deputy Roach's fast response, attention to detail and dedication to ensure a thorough investigation was conducted, a known felony suspect was taken off the street. There is no doubt that a crime was prevented by Deputy Roach. As a result of his hard work he was awarded Deputy of the Month for October 2023.

Special Recognition: COP Dan Ford

On October 17, 2023, deputies responded to a delayed report of the theft of a bicycle. During the investigation, a W/M was observed on video using an unknown tool to cut the cable on a green Jamis Taxi bicycle that was located on the front patio area of the motel. On 10/21/2023 Detective Koos was contacted by phone by off duty BSO COP volunteer Dan Ford inquiring if the detective was currently working because he was observing a W/M suspect operating a bicycle and towing an additional bicycle on Galt Ocean Mile. COP Ford attended a recent COP meeting where

Detective Koos had informed the members of recent bicycle thefts. Detective Koos immediately contacted BSO Deputies who immediately located and subsequently arrested the suspect who was positively identified as being the same individual captured on video stealing the bicycle. The suspect provided a post-Miranda videotaped confession of the crime. The suspect was transported to the BSO Main Jail. This is an excellent example of our invaluable COP Volunteers utilizing their training to notify law enforcement of suspicious behavior or activity. As a result of Dan's keen attention to detail, an active suspect and previously convicted felon was taken off the streets.

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 1.5 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 116 miles and 16.5 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals were experiencing mental health crises and were Baker Acted. Three (3) individuals experiencing homelessness were contacted during this period. One (1) individual refused services. The additional two (2) individuals accepted 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.

Boo by the Sea: On Saturday, October 28th, the Town of Lauderdale by the Sea hosted the annual "Boo by the Sea Halloween Stroll" along the 200-300 block of Commercial Boulevard. An estimated 1,000+ people attended the event throughout the afternoon. Captain Palmer and Lieutenant Wesolowski attended the event, special detail deputies and reserve deputies conducted traffic control and several COP volunteers assisted with the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2309-000665
DATE/TIME: 09/30/2023 @ 1737hrs
LOCATION: 117 Commercial Blvd
SUSPECT: Unknown white female
INCIDENT: Retail Theft
SUMMARY: Deputies responded to a call in reference to a delayed retail theft (bag of chocolates). Investigation revealed that the unknown white female entered the store and placed the item in her black purse and exited the store, in an unknown direction, without paying for the item. The value of the item was \$11.

CASE: 13-2310-000047
DATE/TIME: 10/03/2023 @ 1634hrs
LOCATION: 4564 N Ocean Drive
INCIDENT: Grand Theft/Fraud/VOP-Fraud
ARRESTEE: Janaya Thompson, BF DOB: 09/18/1998
SUMMARY: BSO Lauderdale by the Sea Detectives obtained information regarding a BF utilizing a fraudulent credit card to obtain services at the above listed location. Det. Genovese and Det. Koos responded and conducted surveillance. Subject was located, Detectives and Dep Krickovich were able to obtain facts pertaining to fraud and grand theft pertaining to the subject after interviewing the victim. Subject was identified on scene, arrested, and transported to the district office where a post-Miranda recorded confession was obtained. The suspect was subsequently transported to the BSO Main Jail.

CASE: 13-2310-000130
DATE/TIME: 10/7/23 @ 0835 hrs
LOCATION: 2 Palm Av (Beachside)
SUSPECT: Carla Vinchilli W/F 8/7/63
INCIDENT: Theft
SUMMARY: The victim left her possessions atop her towel while swimming in the ocean. The victim then observed her small handbag containing a cell phone and earbuds was missing and the only person nearby was the suspect, who was walking away holding a large white trash bag. The victim confronted the suspect at the beach access portal, who had a shopping cart filled with numerous bags and trash. Deputies arrived and detained the suspect, who denied any involvement and allowed a search of her cart. A passerby/witness then indicated he observed the suspect briefly enter the nearby Seagrape bushes with a white bag and return without it. The victim's items were then located, and the suspect placed under arrest. However, the victim felt sorry for the apparently homeless suspect and repeatedly declined to pursue further investigation or prosecution, signing a waiver.

CASE: 13-2310-000131
DATE/TIME: 10/7/23 @ 0838 hrs
LOCATION: 4605 N Ocean Dr #11
VEHICLE: Big Cat fat tire electric bike
INCIDENT: Grand Theft- **Stolen Property Recovered**
SUMMARY: Sometime overnight, the victim's Big Cat electric bicycle was taken from the area near the exterior ground floor stairway, where he parked it unsecured the previous evening. The victim had placed an Apple Air Tag on the bike, which was tracked to 1500 NW 26th St, Wilton Manors. The bike was located, recovered and returned to the owner. Investigation is ongoing.

CASE: 13-2310-000177
DATE/TIME: 10/08/2023 @ 0300hrs
ARRESTEE: Deborah Wilson W/F 08/21/75
LOCATION: 106 Commercial Blvd
INCIDENT: Felony Criminal Mischief-**Arrest**
SUMMARY: Deputy Redl responded to the above listed location in reference to a felony criminal mischief investigation where a female suspect was captured on video damaging tables belonging to the victim. Deputy Redl reviewed the video and immediately recognized the suspect who is a resident on Lauderdale by the Sea. On 10/10/23 at 6:40am deputies responded to suspect's address, located the suspect and she was subsequently placed into custody and transported to the BSO Main Jail.

CASE: 13-2310-000251
DATE/TIME: 10/11/2023 @ 1800-1815hrs
LOCATION: 1530 S Ocean Blvd, in front of Parking Bay 40
INCIDENT: Grand Theft – Mountain Bicycle (Value \$5,500.00)
STOLEN ITEM: Jet 9 Blk/gold trim mountain bicycle, -**Stolen Property Recovered**
SUMMARY: Victim reported that unknown person(s) stole his bicycle sometime between 1800 hrs and 1815 hours, by unlawfully removing his bicycle valued at \$5,500.00 from the wall located in Parking Bay area #40 at the above listed location. Theft affidavit signed, Bicycle serial number entered into FCIC/NCIC as stolen property and Alert flyer sent. Detectives immediately investigated the incident and located the victim's bicycle on the website "Offer Up". Detectives contacted the seller and received a lead of the suspect that sold the bicycle to him (currently under investigation). The victim's bicycle was recovered and returned to the owner. Investigation is ongoing.

CASE: 13-2310-000325
DATE/TIME: 10/14/23 @ 1515 hrs
LOCATION: 4319 N Ocean Dr
ARRESTEE: Jennifer Harrison W/F 9/3/1982
INCIDENT: Retail Theft (Felony)
SUMMARY: Deputy Klier responded to the Walgreens in reference to a dispatched report of a retail theft that just occurred. Dep Klier announced a BOLO for the female, who was apprehended at the nearby intersection of Hibiscus Av/N Ocean Dr. Arrestee Jennifer Harrison spontaneously apologized for the theft and inquired if Walgreens was 'pressing charges.' Harrison was in possession of a shopping bag filled with almost \$700 in cosmetic products. Investigation produced video surveillance of the crime and determined Harrison has a long history of narcotics use and prolific theft. Harrison is currently on probation for Grand Theft and Possession of Narcotics. Harrison was charged with Felony Petit Theft 3rd or Subsequent Offense, and VOP.

CASE: 13-2310-00331
DATE/TIME: 10/14/2023 @ Delayed 2024 hrs
LOCATION: 4319 N Ocean Drive – Walgreens
INCIDENT: Retail Theft
SUMMARY: Unknown B/M adult removed a beach bag from an isle and walked around the store placing miscellaneous store merchandise inside, then exited the store with all the items without paying. Deputies circulated the area, however since there was a delay in reporting it, the suspect was not located.

CASE: 13-2310-00336
DATE/TIME: 10/15/2023 @ 0234 HRS
LOCATION: Gatehouse Rd/N Ocean Blvd
ARRESTEE: Elizabeth Stricher WF DOB: 08/04/1983
INCIDENT: DUI Arrest
SUMMARY: Deputies were dispatched to the above location reference a W/F sleeping behind the wheel while stopped in a bike lane. Deputy Pitulan arrived and observed that the driver was intoxicated. DUI Dep Popick responded, conducted roadsides and determined the driver to be DUI. Driver arrested and transported to the BSO Main Jail.

CASE: 13-2310-000307
DATE/TIME: 10/15/2023 @ 1647 HRS
LOCATION: 4319 N Ocean Drive - Walgreens
ARRESTEE: Tracy Mofield, WM DOB: 02/25/1985
INCIDENT: Retail Theft/Occurred 10/13/2023 @ 1958 HRS
SUMMARY: On 10/13/23, Store clerk called in a delayed retail theft that occurred at Walgreens. The reportee observed a W/M with blond hair walk out of the store without paying for approximately 5 decks of playing cards. The reportee advised this suspect has stolen from the store on prior occasions. The reportee observed the suspect enter a vehicle (Toyota Camry) and snapped a photo of the vehicle. A records check revealed the owner of the registered vehicle matched the description of the suspect. A later Automated License Plate Reader (ALPR) query showed the suspect vehicle entering/exiting town several times throughout the day between 857am -1125pm.

On Sunday, October 15, 2023, the same reportee called and reported that the suspect from the above incident had returned and was inside the store. Deputies responded and the reporting victim positively identified the suspect on scene. Suspect was arrested, post Miranda the suspect admitted to holding and grabbing the playing cards but denied taking them. Sworn victim statements obtained, records check revealed defendant was on Felony Probation for Theft. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2310-000363
DATE/TIME: 10/16/2023 @ 1930-0730hrs
LOCATION: 4555 W Tradewinds Av LBTS, FL
SUSPECT: Unknown
INCIDENT: Burglary Conveyance-**UNLOCKED**

SUMMARY: Deputies responded to the above location in reference to a delayed conveyance burglary. The victim advised his vehicle was ransacked overnight between the hours of 1930 and 0730 hours. They stated the unknown suspect(s) took some loose change and a couple single dollar bills. Total loss \$5.00

CASE: 13-2310-000379

DATE/TIME: 10/17/23 @ 0257HRS-0315hrs

LOCATION: 4229 N Ocean Drive

ARRESTEE: Benjamin Lee Rogers WM 11/06/79

INCIDENT: Burglary Business-Bike Theft - **ARREST**

SUMMARY: Deputies responded to a delayed report of the theft of a bicycle. During the investigation, a W/M was observed on video using an unknown tool to cut the cable on a green Jamis Taxi bicycle that was located in the front patio area of the motel. On 10/21/2023 Detective Koos was contacted by phone by off duty BSO COP volunteer Dan Ford inquiring if the detective was currently working because he was observing a W/M suspect operating a bicycle and towing an additional bicycle on Galt Ocean Mile. COP Ford attended a recent COP meeting where Detective Koos had informed the members of recent bicycle thefts. Detective Koos immediately contacted BSO Deputies who immediately located and subsequently arrested the suspect who was positively identified as being the same individual captured on video stealing the bicycle. The suspect provided a post-Miranda video taped confession of the crime. The suspect was transported to the BSO Main Jail.

CASE: 13-2310-000528

DATE/TIME: 10/23/2023 @ 2334 hrs

LOCATION: S Ocean Blvd/Terra Mar Drive

INCIDENT: DUI Arrest/ Battery LEO

ARRESTEE: Jonathan Ceden, WM DOB: 03/31/1984

SUMMARY: Deputy Pitulan conducted a traffic stop on a driver who was driving on flat tires. Investigation revealed the driver was DUI and BSO DUI Dep Campbell responded to the scene to take over the DUI investigation. During the DUI roadside investigation, the Defendant was verbally abusive and intentionally spit onto Dep Campbell. Subject was arrested, add-charged with Battery LEO and transported to the BSO Main Jail. DUI Sgt. Clifton on scene. No Deputies were injured.

CASE: 13-2310-000441

DATE/TIME: 10/20/23 @ 0023 hrs

LOCATION: 4331 W Tradewinds Ave

ARRESTEE: Jose Orlando Maldonado 08/30/86

INCIDENT: Obstruction/ Possession of Ammo by Convicted Felon

SUMMARY: On 10/20/23 LBTS Deputies responded to the area of 4300 W Tradewinds Ave, in reference to a suspicious person loitering in the area. According to the caller the subject was walking around the neighborhood suspiciously carrying a backpack. Contact was made with the subject in question Jose Orlando Maldonado 08/30/86 who initially unlawfully identified himself as Joseph Omar Maldonoda 08-30-86. The offender's real identity was confirmed through investigative means and the suspect was placed under arrest for the offense of obstruction of a lawful investigation for providing a false name. Search incident to arrest revealed the offender who is a 7x convicted felon was in possession of 1- 762x39 live round and 1 - .45 ACP live round.

The suspect is also on inmate release status for Burglary Unoccupied Structure. Offender was charged accordingly and transported to BSO Main Jail.

CASE: 13-2310-000448
DATE/TIME: 10/27/23 @ 1400 hrs
LOCATION: 4400 El Mar Dr
ARRESTEE: Hunter Laroche W/M 01/22/1971
VEHICLE: 2023 Toyota Camry vs 2017 Chevrolet Corvette
INCIDENT: Hit and Run

SUMMARY: Deputy Kratz conducted a thorough follow-up investigation of a hit-and run crash which occurred on 10/19/23. With the assistance of Detective Koos, he was able to positively identify and locate the driver, Hunter Laroche. On today's date, Laroche responded to the BSO district offices, where Deputy Kratz interviewed him, obtained his admission to the crash, and issued him criminal citations accordingly for a later court appearance.

CASE: 13-2310-000631
DATE/TIME: 10/27/23 @ 1634 hrs
LOCATION: 4319 N Ocean Dr
ARRESTEE: Samantha Isabella Diaz W/F 06/05/1994
INCIDENT: Petit Theft

SUMMARY: The suspect entered the Walgreens and removed numerous items of merchandise, concealing them in the bottom of her baby stroller (occupied with her child). Diaz then exited the store, passing all points of sale, and making no attempt to pay for the items. Store personnel followed Diaz outside the store, where they confronted Diaz who responded by denying the theft and causing a loud disturbance. Dep Klier was nearby surveilling the store for this type of incident and immediately took control of the situation. Store personnel declined to pursue prosecution once Diaz paid for several items she had already opened and returned the rest of the merchandise. Walgreens personnel signed a waiver of prosecution and Diaz was documented in an FI card and report, before being issued a trespass warning and released.

CASE: 13-2310-000675
DATE/TIME: 10/27/23 -10/29/23 unknown time of occurrence
LOCATION: 4629 Poinciana St
SUSPECT: Unknown
INCIDENT: Burglary Conveyance-**UNLOCKED**

SUMMARY: Sometime between 10/27 and 10/29 person or persons unknown entered the victim's unlocked 2003 blue Lexus RX300 and removed a battery 'Jump Box' valued at \$80.00. Investigation is ongoing.

CASE: 13-2310-000655
DATE/TIME: 10/28/2023 @ 1136 hrs.
LOCATION: 230 Marine Ct
VEHICLE: 2019 EZ Go golfcart, FL tag LFWP65
INCIDENT: Grand Theft Auto/Delayed – Golfcart

SUMMARY: Victims black 2019 EZ GO golfcart (valued at \$10,000) was stolen on 10/28/23 between 0509 and 0536 hours per the surveillance video by an unknown person. An Apple GPS that was last located inside the golfcart, showed a possible last location around 613 NW 3rd Ave, Fort Lauderdale. Fort Lauderdale PD conducted a search of this area with negative results. Investigation is ongoing.

CASE: 13-2310-000683
DATE/TIME: 10/29/2023 @ 1905 hrs
LOCATION: 4532 Poinciana Street
ARRESTEE: Ailet Castillo Aventin, WF DOB: 03/11/1992
INCIDENT: Crash/DUI Arrest
SUMMARY: Subject crashed a Ford Mustang into an occupied residence, no one was injured inside the residence. Pompano Fire inspector responded and contacted the Town of LBTS building inspector regarding the damaged building which was deemed safe to reside. BSO DUI responded, conducted roadsides, and arrested the driver for DUI. Subject medically cleared due to airbag deployment and then TOT main jail. (See Below regarding Battery LEO)

CASE: 13-2310-000684
DATE/TIME: 10/29/2023 @ 1905 hrs
LOCATION: 4532 Poinciana Street
ARRESTEE: Oscar Luis Bernal Guerra, WM DOB: 08/08/1992
INCIDENT: Battery LEO Arrest
SUMMARY: Deputies responded to above mentioned location to investigate a crash involving a vehicle crashing into an apartment building under LBTS Case 13-2310-000683. While investigating this case, A WM, identified as Oscar Luis Bernal Guerra (DOB: 08/08/1992) began to obstruct the investigation and attempted to stop deputies from talking to a person who at the time was believed to be a passenger of the involved vehicle. This adult male ended up utilizing aggressive resistance by pushing/hitting Dep Pitulan with both hands and grabbing Dep Pitulan's leg causing Dep Pitulan to fall to the ground. Dep Suarez, Dep Ogando, and Dep Pitulan were able to gain control of this subject and place him under arrest.

CASE: 13-2310-000690
DATE/TIME: 10/27/23 – 10/30/23
LOCATION: 4449 W. Tradewinds Ave
SUSPECT: Unknown
INCIDENT: Grand Theft Auto Delayed- Golf Cart
SUMMARY: Property manager came into the station at the request of the homeowner to file a delayed report of a Grand Theft Auto-golf cart. Reporting person stated that sometime between 10/27/23 and 10/30/23 a 2022 ICON Golf Cart was stolen from the property. Investigation in ongoing.

MONTHLY ARREST LOGS:

F	Grand Theft \$750 Less Than \$5000	4564	N Ocean Dr
F	Trespassing Property not Structure or Conveyance	1	Commercial Blvd
F	Criminal Mischief \$1000 or More	106	Commercial Blvd
M	Petit Theft 1st Degree \$100 Less Than \$750	4319	N Ocean Dr
F	Criminal Mischief \$200 and Under	4404	El Mar Dr
F	Petit Theft 2nd Degree 3rd or Subsequent Offense	4319	N Ocean Dr
F	DUI Alcohol or Drugs 1st Offense	5300	N Ocean Blvd
M	Burglary Unoccupied Structure Unarmed	4229	N Ocean Dr
M	Possession of Weapon or Ammo by Convicted Felon	4300	W Trade Winds Av
F	DUI Alcohol or Drugs 1st Offense	4532	Poinciana St
M	Battery on Officer Firefighter or EMT	4532	Poinciana St

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	2	1	6	14
BURGLARY-BUSINESS	1	1	0	3
BURGLARY-CONVEYANCE	3	2	9	18
BURGLARY-RESIDENCE	0	1	6	6
BURGLARY-STRUCTURE	0	0	0	1
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	2	5
HOMICIDE	0	0	0	0
ROBBERY	0	0	2	0
THEFT-GRAND	5	2	19	27
THEFT-PETIT	6	1	43	32
TOTALS	17	8	90	106

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	27
COP Patrol Miles - Month	25
COP Hours Worked - YTD	1010
COP Patrol Miles - YTD	1834

COP Bike Patrol Hours - Month	3
COP Bike Patrol Hours - YTD	43

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	125

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	5	52
Reserve Deputy - Hours Worked	42	428

MONTHLY STAFFING AND STATISTICAL REPORT:

The October 2023 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea

Monthly Activity

October 2023

Reports/Calls	
Miscellaneous Service	
Event Reports	54
Accidents	10
Calls for Service	726

Traffic	
Types of Citation	
Non-Moving / Moving Citation	167
Parking	0
Warnings	118
Total Citations	285

Arrests	
Type of Arrest	
Felony	7
Misdemeanor	3
NTA	0
Warrant	0
DUI (Misdemeanor)	2
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	12

Time Worked	
Hours Worked	
Bike Patrol	1.50
Court Overtime	15
Training Hours	79
Detached	28
Other Overtime	210
Days Worked	31

General	
FI	12
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 116 Miles / 16.75 Hours Reserve Deputies worked 5 shifts (42 hrs)



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

October 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

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Sergeant Brian Nicoletti	13550	QRF	Adjunct Training	24
			TOTAL	24



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By:

Submitting Department: Administration

Item Type: Presentations

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: 1. Downtown Update

The Downtown enhancement is progressing and is ontime. Additional updates will be provided at the meeting.

2. Chamber Ribbon Cutting

The Chamber is hosting a Ribbon Cutting for the new enhancements on November 29, 2023 at 5:45 PM. Meet at the corner of Commercial and A1A (near Even Keel) for the ribbon cutting. A reception and networking will immediately follow at Harats-By-The-Sea.



3. Jordan Jones

Last week, Jordan Jones helped one of our guests with their car. She was on the way to the airport and her battery was dead. Jordan helped start her car so that she could get to the airport with no delay. Jordan was hired in January and is one of our newer employees. He always has a smile and is quick to help when needed.

4. Dancing By The Sea

The season is kicking in and the weather is finally cooling off. That means that our special events are resuming, including Dancing by the Sea which occurs in Ocean Plaza on the 2nd and 4th Sunday of the month. So, get your dancing shoes and head downtown at 5PM for two hours of fun!

5. Farmer's Market

Our annual Farmer's Market is also set to open. The Farmer's Market is every Sunday through May, starting on December 3rd. The hours this year will be 9AM through 1PM.

6. Upcoming Meetings

Special Magistrate	November 16	5:00 PM
Planning and Zoning	December TBD	6:00 PM
Commission Meeting	December 12	6:30 PM

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for October 17, 2023 and October 24, 2023.

Explanation: Draft minutes for approval for the following meetings:

- October 17, 2023 Regular Commission Meeting
- October 24, 2023 Regular Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. 10-17-23 Regular Commission Meeting
2. 10-24-23 Regular Commission Meeting



DRAFT

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 17, 2023
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:34 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Senior Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Old Business Item 12.a, Reconsideration of Downtown Music Event, be heard immediately following Presentations.

5. PRESENTATIONS

a. Presentation by Broward County Mayor Lamar Fisher

b. Nova Southeastern University Coral Restoration Program

The Commission viewed a presentation on Nova Southeastern University’s coral restoration program, which has been underway at three sites over the last five years. The University has conducted over 20 monitoring events. Continuing efforts include maintenance of coral nurseries and exchanges between colonies in different regions of Florida, which will help create a larger genotype bank.

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

12. OLD BUSINESS

a. Reconsideration of Friday Night Music Event

Mayor Vincent recalled that at the September 26, 2023 Town Commission meeting, the Commission voted 4-1 against scheduling the 2024 Friday Night Music Series. As he had voted with the majority at that time, he now requested that this Item be reconsidered. If there is consensus in favor of reconsideration, he wished to deliberate and vote upon this Item at tonight's meeting so the Item would be "fast-tracked" and would not have to be revisited at a subsequent meeting.

The Commissioners agreed by consensus to reconsider the Item.

Mayor Vincent requested that Staff provide a brief presentation on what has happened since the previous vote.

Senior Special Events and Marketing Coordinator Katie Anderson explained that since the September 26, 2023 meeting, a number of Town businesses have formed a committee and reached consensus that there is support for the 2024 Friday Night Music Series. That committee has agreed to help raise funds toward the cost of the event. The owners of some Downtown restaurants have used their collective buying power to secure sponsors for the event. She concluded that the Town is supportive of the 2024 Friday Night Music Series with the involvement of the community.

Mayor Vincent thanked the committee for recognizing the need for a vibrant Downtown business environment, and noted that the Commission is aware of what those businesses have gone through in recent months while Downtown improvements are under construction. He was in favor of a partnership between the Town and these businesses, and of a plan that would not fund the event using only taxpayer money.

Vice Mayor Malkoon also thanked the businesses which have worked with Town Staff to reach a compromise on the event. He emphasized the importance of a vibrant Downtown business environment to the Town.

Commissioner Pouloupoulos recalled that his concern with the proposed event, both in 2024 and in previous years, had been with taxpayers funding a program that will

primarily benefit businesses. While he was in favor of proceeding with the event, his remaining concern was with the dates, which are during the height of the tourist season. He suggested pushing the proposed dates back so the event will run through March, April, May, and June 2024 rather than beginning in January. He felt this would have a positive effect during the off-season when less pedestrian traffic is expected.

Commissioner Pouloupoulos added that he was not in favor of closing Commercial Boulevard to accommodate the event.

Commissioner Oldaker advised that he had spoken with both Town Staff and representatives of Downtown businesses about the proposed event. He emphasized the importance of partnership and approaching the event from a different perspective.

Commissioner Strauss observed that Town residents as well as businesses are appreciative of and benefit from the event. He also recalled that he has been in favor of having businesses act as partners in the event.

Mayor Vincent requested additional information on the details of the proposed event. Senior Special Events and Marketing Coordinator Anderson explained that the Town will coordinate with the Broward Sheriff's Office (BSO) and the Pompano Beach Fire Department, with Town Staff overseeing setup and breakdown of the event. The Town will discuss issues such as signage with the businesses prior to the beginning of the event, and will serve as the main point of contact to provide commentary between the Commission and the businesses going forward.

Marc Falsetto, representing Tacocraft, pointed out that the past summer has been difficult for Downtown businesses due to weather and heat as well as the ongoing Downtown renovation project. Many businesses felt the 2024 Friday Night Music Series would be a good way to welcome both residents and tourists back to the Downtown area. By leveraging the relationships of key Downtown businesses, a minimum of \$5000 per event has been raised.

Mr. Falsetto briefly addressed the event dates, advising that he was in favor of beginning in January 2024; however, he emphasized that the businesses are open-minded and will continue to meet on a monthly basis. They are also leveraging existing relationships with staging, sound, and lighting professionals, which lowered the price of these services by 60%.

Mayor Vincent also addressed the event dates, stating that he felt the businesses know what is best in this case. He suggested that if costs can be controlled, there may be an opportunity to schedule a sixth event.

Town Manager Linda Connors stated that Staff is aware of what other municipalities are planning, which has affected the proposed dates for the Friday Night Music Series. Staff is working to consistently plan the event on the third Friday of each month, with the exception of March 2024. She also noted that partnership with the businesses will save the Town significant money, which may make it easier to add more events.

Senior Special Events and Marketing Coordinator Anderson reviewed the proposed rescheduled 2024 event dates:

- January 26
- February 23
- March 22
- April 26
- May 24

Commissioner Pouloupoulos made a motion, seconded by Commissioner Oldaker, to approve the Item and its requested dates. Motion carried 5-0.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Linda Thompson Gonzalez, resident, stated that the Solid Waste Disposal/Recyclable Processing Authority's Governing Board met for the first time the previous week. This Board consists of representatives of 28 Broward municipalities working to address the County's solid waste crisis. She recognized Commissioners Oldaker and Strauss, as well as Technical Advisor Susan Leven, for their work on this matter.

Ms. Thompson Gonzalez continued that the creation of this Authority will free Broward municipalities from the dictates of a for-profit approach to waste disposal and recycling, which has been inconsistent throughout the County. This change can provide towns and cities with the opportunity to realize significant cost savings while contributing to a cleaner environment.

Ms. Thompson Gonzalez advised that in light of the potential savings and other benefits, she has recommended the insertion of the word “organics” into the inter-local agreement. There is no language in Florida Statutes that would prohibit this inclusion.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Connors reported that Boo!-By-The-Sea is scheduled for Saturday, October 28, 2023 from 10 a.m. to 1 p.m. The event will feature games, entertainment, and food. The Town is partnering with its businesses located on the west side for this event.

Downtown construction continues and is moving quickly. Most infrastructure improvements are complete and the contractors are working on putting the area back together. Existing trees are being replaced with coconut palms, and pavers are being replaced along El Mar Drive and the sidewalk on the north side. The wall is being constructed on the south side of the street. The project remains on schedule.

Sea Shorts is underway, with performances scheduled for October 20 and 21, 2023 at 7 p.m. and October 22 at 4 p.m. This event features nine original short plays. Doors open 30 minutes before showtime. The event is free of charge.

The Hibiscus Drive project is complete between Sea Grape Drive and Bougainvillea Drive.

The Town is working on a recycling drive initiated by Town Staff. Any residents with old and/or unused sneakers are encouraged to bring these to the Town, where they will be recycled. Collection locations include Town Hall, the Visitors Center, and the Community Center.

A citizen participation meeting is scheduled at 6 p.m. on October 23, 2023 regarding 4305 Bougainvillea Drive. The next Town Commission meeting is October 24 at 6:30 p.m. A Special Magistrate meeting will be held on October 26 at 5 p.m. The next Planning and Zoning Board meeting is scheduled for November 1 at 6 p.m.

Vice Mayor Malkoon requested additional information on the Town's Circuit-By-The-Sea program, asking if presentations are planned to discuss the level of service during the coming tourist season. Town Manager Connors stated that three Circuit vehicles are in use during the off-season. When the tourist season begins, another Circuit vehicle will be added for a total of four. The Town will monitor this schedule.

Town Manager Connors added that if a resident's initial Circuit request shows a long wait time, this may recalibrate to a more reasonable time within a few minutes. He requested a presentation from Circuit addressing concerns regarding these time frames, as well as reasons for cancellations.

Commissioner Oldaker thanked all parties involved in the completion of the Hibiscus Drive sidewalk/crosswalk project.

b. August 2023 Finance Report

Assistant Finance Director Edner Saint-Jean presented the August 2023 Finance Report, noting there were no significant changes. The Building Department collected nearly \$2 million, which exceeded the budgeted amount. Revenue from the Parking Fund was 44% higher than budgeted in fiscal year (FY) 2023. Overall expenditures and revenues met expectations. Staff is currently working on the Town's audit.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for 9-13-23 and 9-26-23.

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

11. CONSENT AGENDA

- a. **Resolution 2023-59: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE UPDATED BROWARD COUNTY ENHANCED LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR IMPLEMENTATION, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**
- b. **Resolution 2023-61: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE LEASE AGREEMENTS WITH ENTERPRISE FM TRUST FOR A 2024 CLUB CAR CARRYALL 750 LSV AND A 2024 FORD ESCAPE SUV, PURSUANT TO THE TERMS AND CONDITIONS OF THE OPEN-END MASTER EQUITY LEASE AGREEMENT BETWEEN THE TOWN AND ENTERPRISE FM TRUST; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**
- c. **Hardship Parking Permit Applications**

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

13. NEW BUSINESS

a. Veterans Day 2023 Ceremony

Senior Special Events and Marketing Coordinator Anderson stated that the Town's annual Veterans Day ceremony is scheduled for Saturday, November 11, 2023 in El Prado Park from 10 a.m. to 11:30 a.m., with Jarvis Hall to serve as a backup location in the event of inclement weather. She thanked Commissioner Strauss for serving as Chair of this year's event.

The Veterans Day program will feature the Pompano Beach Fire Department's Honor Guard, BSO's Rifle Volley, Honor Flight, and more. Veterans are encouraged to register for the event so they can be recognized during the program. Registration forms are available at Town Hall, the Visitors Center, the Community Center, and on the Town's website. Registrants are asked to submit a photograph from their time in service with their registration.

Senior Special Events and Marketing Coordinator Anderson added that an email was sent to all Town businesses regarding a tent at the ceremony. Any businesses with promotions may provide information at this tent. Staff recommends approval of the November 11 Veterans Day ceremony.

Commissioner Strauss also encouraged all residents to attend this annual event.

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

- b. Resolution 2023-60: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH JANICE M. RILEY INC. DBA THE PAVING LADY FOR BOLLARD INSTALLATION AND PAVEMENT RESURFACING ON EL MAR DRIVE AND COMMERCIAL BOULEVARD IN AN AMOUNT NOT TO EXCEED \$224,584.49; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Ken Rubach stated that this request would install in-ground bollards in two phases. The Town currently uses a combination of “water walls” and BSO vehicles to serve as deterrents. In-ground bollards can be removed and reinstalled as needed, which is less cumbersome than the water barricades. They would be stored in the Public Works building when not in use.

The first phase would be completed on Commercial Boulevard between A1A and El Mar Drive, which is currently closed. Contingency funds were used to purchase the first set of bollards. The cost of the project’s second phase is significantly lower, as the bollards have already been purchased. This phase will place bollards on El Mar Drive and repave that section of roadway between two alleyways, providing new asphalt and pavement markings.

Deputy Town Manager/Public Works Director Rubach added that the bollards are traffic-rated and will serve in the same capacity as the current water wall. BSO vehicles will still be used to provide an additional level of security.

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

14. COMMISSIONER COMMENTS

Vice Mayor Malkoon advised that he recently represented Lauderdale-By-The-Sea at the Greater Fort Lauderdale Board of Realtors' Mayors' Breakfast. Topics addressed at this meeting included "selling" the Town as well as affordability. He also encouraged residents to support Sea Shorts, which he recently attended.

Mayor Vincent thanked Vice Mayor Malkoon for attending the Mayors' Breakfast.

15. ORDINANCES 1ST READING

- a. Ordinance 2023-04 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE I "IN GENERAL," SECTION 30-11 "DEFINITIONS" AND ARTICLE V "ZONING," SECTION 30-311 "BOATS, BOAT LIFTS, BOATHOUSES, MOORING, AND DOCKING" AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

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

Development Services Director Jhanelle Campbell recalled that at a March 2022 Town Commission meeting, the Commission directed Staff to review the marine structure Code of neighboring municipalities. As a result of this research, Staff learned that the Town's regulations were much more restrictive than other municipalities' regulations. They brought forth Ordinance 2022-02 to address the following key issues:

- Clarification of definitions
- Removal of duplicative terms
- Institution of regulations for waterways both wider and narrower than 100 ft.
- Establishment of a new side setback for docks at commercial properties abutting residential properties

Ordinance 2022-02 did not address any changes to the distances of marine structures other than docks. In April 2023, Staff was directed to review regulations for those

structures in other municipalities. Staff is now bringing forward an Ordinance to address these items, which include:

- Removal of the requirement for the navigational channel to be the center 40% of the width of the waterway
- Extension of the allowance for boat lifts to protrude into the waterway from 20% to 25%
- Relocation of setbacks for marine structures in waterways over 100 ft. in width to the correct location

Development Services Director Campbell noted that, for example, 20% of an 80 ft. waterway would be 16 ft. By changing this percentage to 25%, an extra 4 ft. of space is provided, which affects the property owner's ability to have both a dock and a boat lift while still providing space for boats to enter and exit the waterway.

At the September 19, 2023 Planning and Zoning Board meeting, Staff presented the proposed Ordinance for consideration and received a 4-1 vote in favor of approval. Staff feels the proposed changes will increase flexibility for residents to install boat lifts and docks on their properties. Staff recommends approval of the Ordinance.

Commissioner Strauss commented that the proposed Ordinance establishes a clear and practical way of dealing with boat lifts and docks. He thanked Staff for their work on the updated regulations.

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

16. ORDINANCES 2ND READING

- a. **Ordinance 2023-06 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 19, 2024 FOR THE TOWN'S 2024 GENERAL MUNICIPAL ELECTION DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2024 GENERAL MUNICIPAL ELECTION TO OCCUR FROM NOON ON TUESDAY, JANUARY 2, 2024 THROUGH NOON ON TUESDAY, JANUARY 9, 2024 AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY;**

**PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE
DATE.**

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

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve.

Vice Mayor Malkoon requested that changes to the Commission's Code of Ethics, including use of Form 6 for reporting requirements, be highlighted so new elected officials would be aware of it.

Motion carried 5-0.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

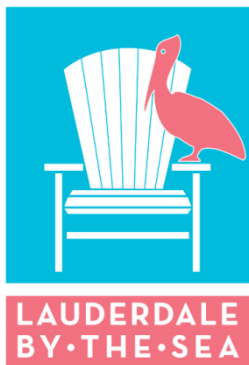
With no other business to come before the Commission at this time, the meeting was adjourned at 7:49 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 24, 2023
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, and Senior Special Events and Marketing Coordinator Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Steve d’Oliveira, resident, thanked Town Manager Linda Connors and Deputy Town Manager/Public Works Director Ken Rubach for their assistance in putting on the recent Sea Shorts festival. Roughly 450 attendees were present over the six nights of the event.

Ann Marchetti, resident, representing Rabbi Bentzion Singer and Chabad Lauderdale-By-The-Sea, requested prayers on behalf of civilians caught in the crossfire of the Israel-Hamas war as well as all citizens around the world who are affected by terrorism. She recalled that the Commission had declined a request for Town funding of the menorah lighting ceremony scheduled for December and asked that they reevaluate this decision and provide funding.

Gio Zeqiri, owner of Chicago Stuffed Pizza, stated that there had been a miscommunication with regard to the restaurant's sidewalk café permit, including the amount of square footage. He requested assistance from the Town in setting up a payment plan for the sidewalk café permit.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO September 2023 Public Safety Report

Broward Sheriff's Office (BSO) Captain Tom Palmer stated that Detective Ben Koos has been awarded Deputy of the Month for his role in apprehension of a suspect in a robbery. He also recognized two BSO Deputies for their response to a burglary on Commercial Boulevard.

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

b. Town Manager Report

Town Manager Linda Connors noted that the Commission traditionally cancels their second meetings in the months of November and December due to the holiday season. There was Commission consensus to cancel the November 28, 2023 and December 26, 2023 meetings.

Town Manager Connors also addressed Lauderdale-By-The-Sea's budget, noting that while the *Sun-Sentinel* recently compared the Town's budget to those of other municipalities, this comparison was not fully accurate. The largest portion of this tax bill, which is 32%, goes to Broward County, not including the County's debt service.

Lauderdale-By-The-Sea receives approximately 19% of the tax bill and carries no municipal debt. The Town's millage rate is 38% below the average of other Broward municipalities' rates.

Town Manager Connors continued that residents' tax bills also include other assessments, one of which is the annual Fire Assessment. The Town's residential Fire Assessment rate is \$147.37. This same assessment averages \$355 for other Broward municipalities. Town Manager Connors concluded that while the Town had raised its millage rate, it continues to have the third-lowest rate in the County.

With regard to the sidewalk café issue raised during Public Comment, Development Services Director Jhanelle Campbell recalled that Staff and the Commission had previously discussed these cafés, including some that had not paid their fees. Staff reached out to all the businesses to request payment, and those that did not pay were informed they must remove their sidewalk furniture. She pointed out that a business's first year with a sidewalk café is free of charge.

Development Services Director Campbell advised that since the restaurant has been open, there have been several attempts to contact the owner to resolve these issues; however, Staff has been unable to reach the owner, and at times when payment agreements were made, they have lapsed. She pointed out that the restaurant has been aware for some time that their signage was not in compliance, and did not bring it into compliance until a citation was issued. It was clarified that there were three to four sidewalk cafés which have not yet made their payments.

Development Services Director Campbell also addressed the square footage discrepancy cited during Public Comment, pointing out that this issue was not raised until Staff requested removal of the business's sidewalk furniture. Staff revised the business's invoice to reflect the correct square footage.

Mayor Vincent commented that while the Town seeks to support its businesses during hard times, they cannot fail to charge one business for a service while others are paying for that same service. He was not certain of what more Staff can do to assist the business.

Development Services Director Campbell clarified that the balance due from Chicago Stuffed Pizza is \$4400 for two years. Town Manager Connors added that this issue was brought before the Commission in the past, and Staff was provided with a clear directive to bring businesses into compliance by February 2023. Staff extended this time frame

by another six to eight weeks. The new fiscal year has begun as of October, which would represent the third year in which the business has not paid its fees.

Commissioner Strauss asked if a payment plan was proposed for the business. Development Services Director Campbell confirmed that the owner made an initial payment of \$500, with the remainder of the balance to be paid by the end of the fiscal year. This completion of payment never occurred.

Gio Zeqiri, owner of Chicago Stuffed Pizza, stated that when the first payment was made, the square footage discrepancy was identified. This has since been worked through. He added that there are also issues regarding cleaning costs.

Mayor Vincent pointed out that other businesses are struggling in the current climate as well and asked what solution Mr. Zeqiri was seeking. Mr. Zeqiri replied that he had stopped making payments when the square footage issue came to light.

Development Services Director Campbell explained that Staff's contact for the business was a different individual who has been unresponsive to communication. This was why no discrepancies were raised until Staff requested that the business remove its sidewalk café furniture. Staff amended the payment plan based upon the business's assertion that they were not using the original amount of space.

Commissioner Strauss observed that the issue was one of communication, which he felt could be cleared up between Staff and the business without further Commission involvement.

Town Manager Connors asked if the Commission wished Staff to move forward with a new payment plan for the subject business. She pointed out that if this was the case, the other businesses in arrears should be afforded the same opportunity for a payment plan.

Vice Mayor Malkoon requested clarification of how the issue has progressed since the restaurant's invoice was revised. Development Services Director Campbell replied that since the revision, the Town has not received any further payment from the business.

Commissioner Oldaker asked if the unresponsive party is legally responsible for the business. Development Services Director Campbell stated that both the unresponsive party and Mr. Zeqiri are responsible; however, the currently unresponsive party had originally been in contact with the Town.

Town Manager Connors advised that restaurants with sidewalk cafés have the option of paying the full amount due in October or making quarterly payments. She reiterated that the issue in this case is the lack of responsiveness from the business owner.

Town Manager Connors also recalled that the Commission passed a Resolution increasing the sidewalk café payments to include cleaning fees; however, this additional cost has not taken effect while the Downtown area continues to undergo renovation. Staff is reviewing and reworking all sidewalk café contracts, beginning with those in the renovated Downtown area, and will bring information to the Commission on the additional costs for cleaning, which are estimated at \$18 per square foot. The sidewalk cafés in the western portion of Downtown have remained at \$10 per square foot for several years.

Commissioner Pouloupoulos commented that while he sympathized with the business owner's position, the Town must take care not to establish an unwanted precedent by giving exceptional leeway in this case. He felt Town administration has done everything it is supposed to do, and it is not the Commission's role to determine whether or not businesses should be given multiple opportunities. He emphasized that if the Town gives the business this type of leeway once again, the business must be able to make its payments.

c. Development Services Report

Development Services Director Campbell reported that between May and September 2023, business tax receipt (BTR) activity included the opening of five new businesses and 16 applications. Four items have gone through the Planning and Zoning Board and Town Commission processes for approval. The following projects are still under review by the Development Services Department:

- Sea Lord Hotel: on October 3, 2023, the Town received a re-submission of an application and will review comments with the applicant next week

Code Compliance has investigated 175 new incidents and completed 350 inspections. There are currently 129 vacation and short-term rentals registered with the Town. Applications are received daily by the Development Services Department, which will be brought before the Commission over the next few months.

8. TOWN ATTORNEY REPORT

None.

9. APPROVAL OF MINUTES

None.

10. CONSENT AGENDA

None.

11. OLD BUSINESS

None.

12. NEW BUSINESS

- a. Resolution 2023-64 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FILM PERMITTING SERVICES AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

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

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

- b. Resolution 2023-65 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

13. COMMISSIONER COMMENTS

Vice Mayor Malkoon advised that the Broward League of Cities will hold a board meeting in Lauderdale-By-The-Sea at Jarvis Hall on November 2, 2023 at 11 a.m. He encouraged the Commissioners and Town Staff to attend. Staff will offer a tour of the Downtown renovation.

Commissioner Strauss reminded all present that the Town will hold its Veterans Day celebration on Saturday, November 11, 2023 in El Prado Park at 10 a.m. He encouraged all veterans to attend and be recognized for their service.

Mayor Vincent reminded all present of the upcoming Boo!-By-The-Sea event at 10 a.m. on Saturday, October 28, 2023.

14. ORDINANCES 1ST READING

None.

15. ORDINANCES 2ND READING

None.

16. RESOLUTIONS – PUBLIC COMMENTS

None.

17. QUASI JUDICIAL PUBLIC HEARINGS

None.

18. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:16 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
October 24, 2023

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

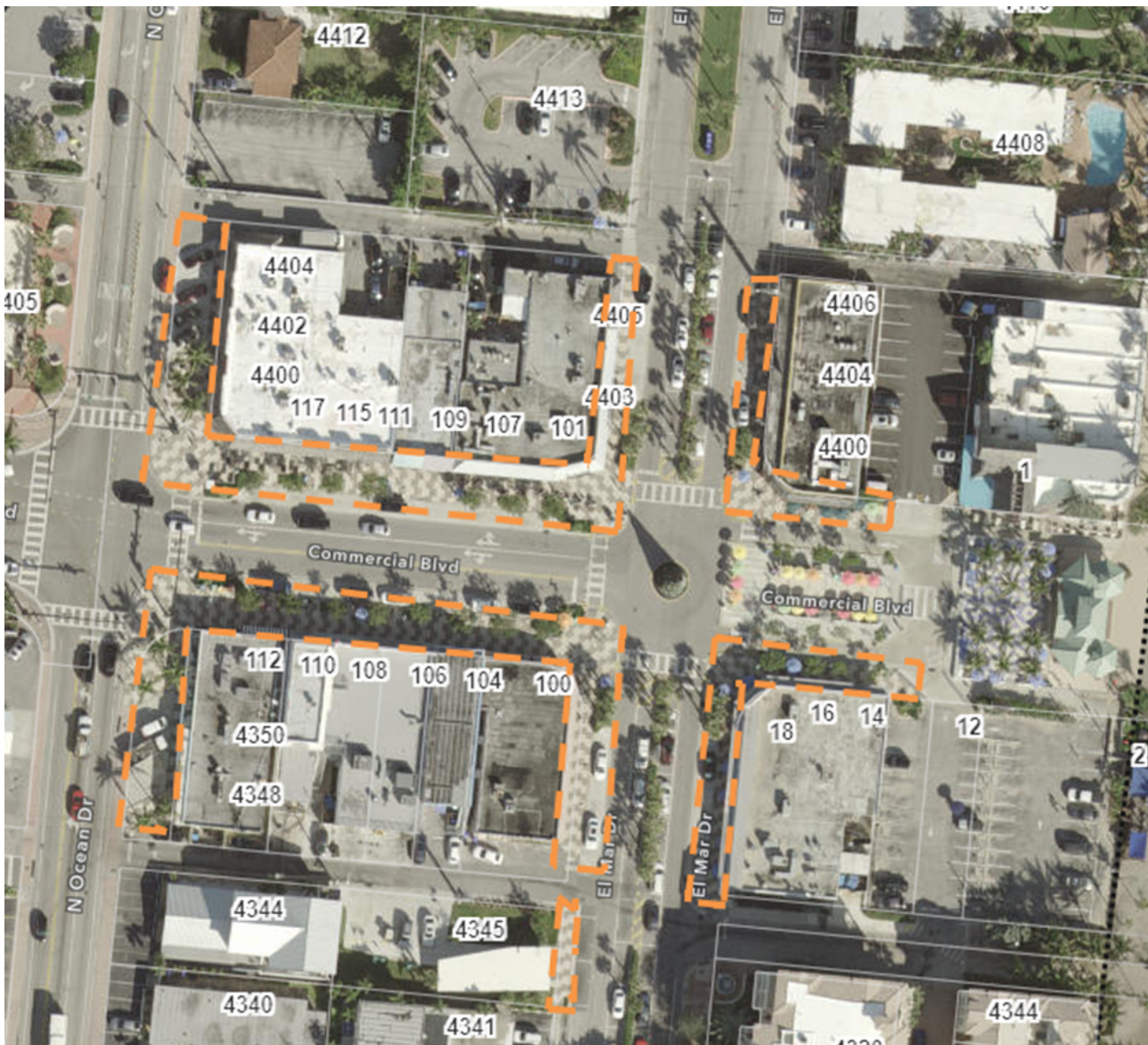
Item Type: Resolution

Agenda Section: NEW BUSINESS

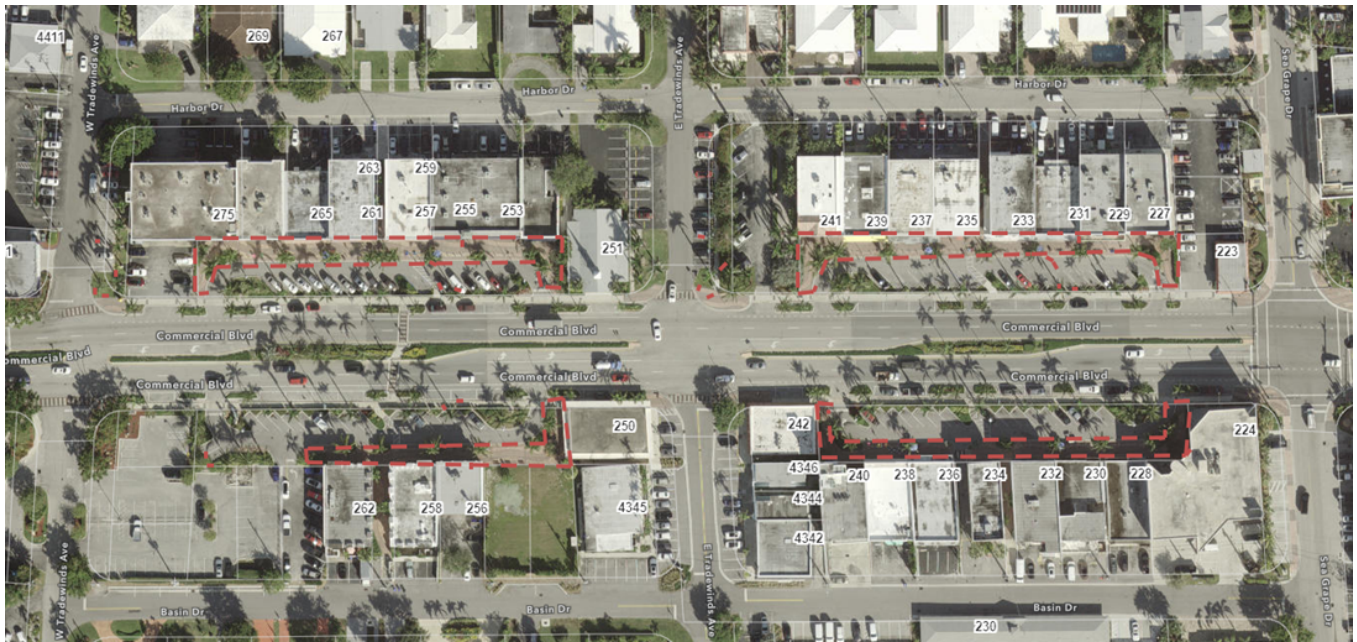
Subject Title: Resolution 2023-66: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING EVERGREEN CLEANING SERVICES, INC. FOR DECORATIVE PAVER PRESSURE WASHING SERVICES PURSUANT TO RFP NO. 23-10-11; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$184,280.60 PER YEAR; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation: Since 2014, the Town has contracted pressure washing services in the East Commercial area ("Downtown Area") to ensure the decorative pavers and plazas are cleaned regularly and to minimize staining, remove debris, and maximize the visual aesthetics for residents and visitors alike. The rate per square foot for the current contract is \$.0298.

This work has become even more critical given the continuing enhancements made in the community which continue to draw more visitors and residents to our downtown. We are looking for a higher standard of cleaning for the new enhancements and therefore have issued an RFP to include these additional standards and also expanded service to the West Plazas, which were previously only cleaned by in-house staff on an as-needed basis.



The boundaries of the sidewalk pavers to be cleaned are on Commercial Boulevard from the intersection of A1A east to the Pavilion and El Mar Drive from the alley north of Commercial Boulevard to the alley south of Commercial Boulevard.



The boundaries for the additional work are the Plazas (Eagle Ray, Parrotfish, Green Turtle, and Sea Fan) located adjacent to Commercial Boulevard between Seagrape Drive and West Tradewinds Avenue.

To ensure continuity of service, the Town issued RFP 23-10-01 for pressure cleaning on October 20, 2023. The RFP has additional parameters from those which were approved in the contract in 2019 which include:

- Increased square footage area to reflect the reconfiguration of the Downtown Area decorative pavers (28,400 sq. ft.).
- Inclusion of the West Commercial Plazas on a regular schedule (25,500 sq. ft.). Previously, this was done on an as-needed basis only, the work will continue to be supplemented by staff with spot cleaning.
- Prohibition of bleach or chlorine-based cleaning products which have shown to be harmful to landscaping and damaging to painted structures, in lieu of more environmentally friendly products which are less harsh.
- Expansion of cleaning during the season in both quantity as well as duration. This change meant redefining the time frame (previously the season was defined as December through April, this has been changed to November through May). Cleaning will be performed 3 times a week Downtown and 2 times a month in the West Plazas.
- The period defined as off season has been modified to reflect the change to the period defined as season (Originally, off season was May through November, which has been reclassified to June through October). Cleaning will be performed 2 times a week Downtown and once a month in the West Plazas.

On November 6, 2023, at 11:00am RFP 23-01-10 Decorative Paving Pressure Washing Services submittals were opened. Nine (9) submittals were received. Of those, two (2) **(Exhibits 1 & 2)** met the criteria included in the RFP document and were accepted as valid. The valid submissions were then reviewed on the following criteria as listed in PART II, Section M of the RFP.

EVALUATION METHOD AND CRITERIA

1. General. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

1. ability to meet set standards;
2. availability of qualified personnel
3. compensation.
4. expertise of personnel;
5. financial resources and capabilities;
6. past contracts with other governmental jurisdictions;
7. past performance records;
8. qualifications of Proposer;
9. references;
10. related experience in Florida;
11. technical soundness of proposal; and,
12. time frames.

Based on the above criteria, staff recommends awarding the contract to Evergreen Cleaning Service, Inc. of Pembroke Park, FL. They have extensive experience locally pressure washing for Broward County at the airport and their various bus terminals. In addition, they have performed pressure cleaning services for Broward County Public Schools at various campuses. The technical soundness of the proposal in laying out their approach to the project, as well as their expertise of personnel who are familiar with this type of work and their ability to perform the work at a cost of \$.04 sq. ft. made their proposal superior to the other submission. While the other proposal was valid, the contractor did not have the local experience that we desired and their cost was more expensive.

Cost Impact:

Downtown during Season (November-May 3x a week) 84 cleanings x \$.04 sq.ft. x 28,400 sq. ft
= \$95,424 (\$1,136 per cleaning)

Downtown Cleaning during Off Season (June-October 2x a week) 40 cleanings x \$.04 sq.ft. x 28,400 sq. ft = \$45,440 (\$1,136 per cleaning)

West Plazas Cleaning during Season (November-May 2x a month) 14 cleanings x \$.04 sq.ft. x 25,500 sq. ft = \$14,280 (\$1,020 per cleaning)

West Plazas Cleaning during Off Season (June-October 1x a month) 5 cleanings x \$.04 sq.ft. x 25,500 sq. ft = \$5,100 (\$1,020 per cleaning)

SUB TOTAL: \$160,244

15% Contingency: \$24,036.60

TOTAL: \$184,280.60 per year

The budget for this line item is \$351,000.00 (the amount budgeted is for both pressure washing and paver sealing) from account 001-541100-500345- Contractual Services.

Recommendation: Approve Resolution 2023-66 and authorize the Town Manager to execute a multiyear agreement with Evergreen Cleaning Service, Inc. for Decorative Paver Pressure Washing Services for a yearly amount not to exceed \$184,280.60 for a total of \$1,105,683.60 for the 6 year contract term (three (3) year agreement with three (3) additional one (1) year extensions).

Exhibits:

1. Resolution Selecting Evergreen Cleaning Services Inc. - Pressure Washing Services
2. Jet Set II, LLC RFP Submission
3. Evergreen Cleaning Service, Inc RFP Submission

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING EVERGREEN CLEANING SERVICES, INC. FOR DECORATIVE PAVER PRESSURE WASHING SERVICES PURSUANT TO RFP NO. 23-10-11; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT IN AN AMOUNT NOT TO EXCEED \$184,280.60 PER YEAR; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, on October 20, 2023, the Town of Lauderdale-By-The-Sea (“Town”) issued RFP No. 23-10-11 (the “RFP”) for decorative paver pressure washing services for the East Commercial Boulevard areas (the “Services”); and

WHEREAS, the Town received nine (9) proposals and determined that two (2) were responsive proposals; and

WHEREAS, after review and evaluation of the responsive proposals submitted, the Town Manager's designee ranked Evergreen Cleaning Services, Inc. (the "Contractor") as the most qualified to provide the Services based on the criteria set forth in the RFP; and

WHEREAS, the Town Commission desires to select the Contractor to perform the Services and authorize the Town Manager to enter into an agreement with the Contractor, attached hereto as Exhibit “A”, for a three (3) year term and the option to renew the agreement for three (3) additional one (1) year terms, in an amount not to exceed \$184,280.60 (the “Multi-Year Agreement”); and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to select the Contractor and authorize the Town Manager to execute the Multi-Year Agreement 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. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

Section 2. Selection. The Town Commission hereby selects the Contractor for the Services.

Section 3. Execution Authorized. The Town Manager is hereby authorized to execute the Multi-Year Agreement with the Contractor for the Services, in an amount not to exceed \$184,280.60 per year, together with all non-substantial changes that are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. The appropriate Town officials are authorized to take any and all necessary or further action to implement the purposes of this Resolution.

Section 5. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2023.

Mayor Chris Vincent

1
2 Attest:

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6 _____
7 Katrina Adler, Town Clerk

8
9 (CORPORATE SEAL)

10
11
12 APPROVED AS TO FORM:

13
14
15 _____
16 Susan L. Trevarthen, Town Attorney

EXHIBIT "A"

Town of Lauderdale-By-The-Sea PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), made and entered into this ____ day of November 2023 ("Effective Date"), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Evergreen Cleaning Service, Inc., a Florida profit corporation (the "Contractor").

WHEREAS, on October 20, 2023, the Town issued Request for Proposals No. 23-10-01 ("RFP") for the provision of East Commercial Boulevard area for pressure washing services as provided for in the RFP (the "Services"); and

WHEREAS, on November 14, 2023, the Town Commission adopted Resolution 2023-66 selecting the Contactor for the Services and authorized the Town Manager to enter into a multi-year agreement for the Services; and

WHEREAS, the Town desires to contract with Contractor for the Services, and the Contractor desires to contract with the Town to provide the Services.

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

1. Services. The Contractor shall perform the services provided below, as requested by the Town (the "Services"):

1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit A** and the Contractor's Proposal, attached hereto and incorporated herein as **Exhibit B**. The Services required by this Agreement, **Exhibit A**, and **Exhibit B** shall be collectively referred to as "**Services**".

1.2 Contractor agrees and acknowledges that Contractor did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of Contractor's Services pursuant to this Agreement. The provisions and requirements of the RFP, attached as **Exhibit A**, are hereby ratified and confirmed and are incorporated herein by this reference. Contractor shall comply with each and every provision of the RFP.

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

2. Term. This Agreement is for three (3) years from the date of execution by the parties, with three (3) additional one (1) year renewal terms, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Contractor as provided in in Section 1 above, in a total amount not to exceed \$184,280.60 in any one fiscal year. Contractor shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply

with Section 14. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.

7.1 **Termination for convenience.** The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Contractor invoice the Town for Services not yet provided.

7.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For The Contractor: Octavia Mills, President
Evergreen Cleaning Service, Inc.
5439 Flager Street
Hollywood, FL 33021

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$1,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired and Non Owned Auto Liability.
4. **Professional Liability** – \$1,000,000 policy to be written on a claims-made basis.

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Town under this Agreement.

14. 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.

(f) 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.

15. 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 Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 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 Town 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.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

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

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

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

21. E-Verify

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

22. Contract Documents; Order of Priority

This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply: First Priority: Base Agreement; Second Priority: RFP No. 23-10-01; Third Priority: Exhibit A – Proposal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEAEVERGREEN CLEANING SERVICE, INC

By: _____By: _____

Linda Connors, Town Manager

By: _____

Lucila Lang, Finance Director

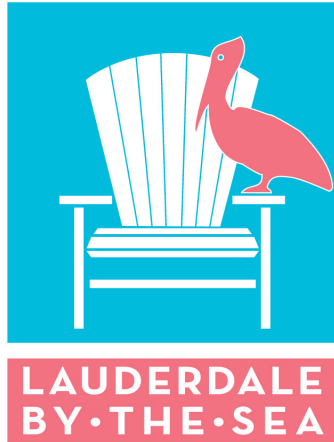
Attest: _____

Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney, Susan L. Trevarthen

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPSAL No. 23-10-01

Decorative Paver Pressure Washing Services

RFP OPENING: November 6, 2023, 11:00 A.M.

**Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308**

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 23-10-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Decorative Paver Pressure Washing Services

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 11:00 A.M. (local), November 6, 2023, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

See Part II, Section H, for information regarding submitting a proposal.

The Town's contact information for this RFP is:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-640-4236
Email: TownClerk@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part I – Statement of Work

PART I - STATEMENT OF WORK

A. *OBJECTIVE*

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,500 that increases to about 13,000 during the winter season.

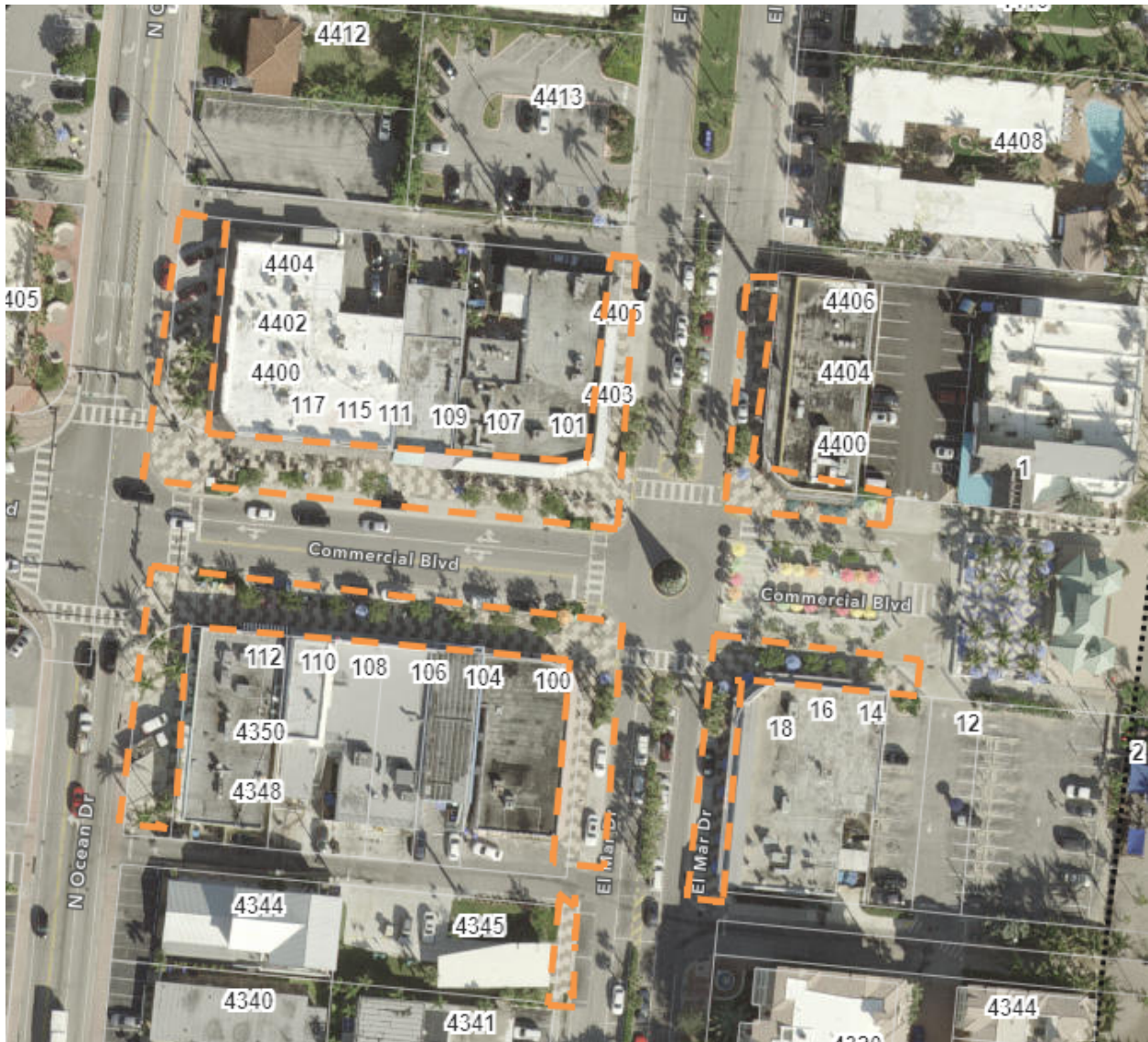
The Town of Lauderdale by the Sea (Town) over the past year has made significant improvements to the East Commercial Boulevard area. In an effort to keep the approximately 28,400 square feet of pavers clean the Town seeks a qualified Pressure Washing Contractor (Contractor) to provide a square footage price to pressure wash (cleaning) the pavers leaving them clean and free of all debris including but not limited to gum grease, mildew and dirt. The Town in an effort to increase service levels is also contemplating Pressure Washing Services for its West Commercial Boulevard Plazas which is currently performed by Town Staff and is approximately 25,500 square feet, this scope of work is listed as additional work within the RFP.

The Town is currently seeking a square footage price for cleaning of approximately 28,400 square feet as well as additional work for 25,500 square feet in the West Commercial Blvd Plazas) however the Town reserves the right to change the schedule of cleaning as needed with (10) ten days' notice. Also, the Town has additional pavers throughout the community and reserves the right to add them to the schedule at the same square footage price as the primary bid with (10) ten days' notice and a mutual agreement on a schedule.

B. *GENERAL INFORMATION*

The boundaries of the sidewalk pavers to be cleaned are on Commercial Boulevard from the intersection of A1A east to the Pavilion and El Mar Drive from the alley north of Commercial Boulevard to the alley south of Commercial.

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part I – Statement of Work



The boundaries for the additional work are the Plazas (Eagle Ray, Parrotfish, Green Turtle, and Sea Fan) located adjacent to Commercial Boulevard between Seagrape Drive and West Tradewinds Avenue.

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part I – Statement of Work



The Town is seeking to enter into a three (3) year agreement with three (3) additional one (1) year extensions.

C. SCOPE OF WORK

The Contractor shall provide cleaning 2 (twice) a week (Friday Night/Saturday Morning & Sunday Night/Monday Morning) from June-October, and cleaning 3 (three) times a week between November-May (Wednesday Night/Thursday Morning, Friday Night/Saturday Morning, Sunday Night/Monday Morning) of approximately 28,400 square feet of concrete pavers and sidewalks in the Town Area (additional cleanings to be charged at same price).

As an additional bid the Contractor shall provide cleaning in the Plazas on West Commercial 1 (once) a month from June-October (Friday Night/Saturday Morning) and cleaning 2 (twice) a month from November-May (Friday Night/Saturday Morning & Sunday Night/Monday Morning) of approximately 25,500 square feet of concrete pavers.

To minimize the effects on the local businesses and residents, all the pressure cleaning must completed in the late evenings- early morning after businesses have closed and prior to them opening.

The Town may request other areas to be cleaned which are not included in the total square footage of the RFP. Pricing shall be based on the base square foot price provided. This work will

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part I – Statement of Work

be on an as needed basis when requested by the Town in coordination with the Contractor's scheduling abilities.

The Contractor shall provide all equipment, tools, supplies, supervision and labor necessary to perform pressure washing services for all the work specified as followings, but not limited to:

1. The cleaned area shall be free of all dirt, mildew, algae gum and other foreign substances. All furniture must be wiped clean after power washing has been completed.
2. Contractor shall be required to use a cleaning/degreaser agent to prime or loosen all foreign substances. The cleaning agent shall not be of such to destroy landscaping along roadways, sidewalks or any adjacent surfaces.
3. Contractor shall utilize a defoaming agent to minimize build up foam during the cleaning process.
4. All work may be inspected by Town personnel and any work found to be unacceptable shall be redone at the Contractors expense within 24 (twenty-four) hours.
5. All Town furniture and trash receptacles shall be removed from the work site and rinsed of any debris before being returned to their original location.
6. Businesses shall be responsible for stacking and moving their furniture out of the areas to be cleaned.
7. The Contractor shall be responsible for the cleaning of any windows, patios or private property that becomes soiled due to the pressure washing operation.
8. Water supply. The Contractor shall utilize a hydrant meter when connecting to a first hydrant to obtain water. If the Contractor is unable to obtain a water meter the Town will provide one at no cost to the Contractor with 24 (twenty-four) hour's notice. The Contractor shall keep a log of water usage. There are fire hydrants in the cleaning area located within the project areas.

9.

The DELIVERABLES shall include the cost of:

1. Onsite meetings with Town staff, if requested by Town, to inspect the work.
2. A verbal report of any defects, damage or safety issues that may be noticed during cleaning.
3. Initial meeting with business owners to exchange contact information so they can inform the Contractor of events that may affect the Contractor's cleaning schedule.

D. TECHNICAL REQUIREMENTS

1. The Contractor shall use a flow rate of no less than 7.0 gallons per minute washing system utilizing a heater capable of heating water up to 200 degrees or greater.

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part I – Statement of Work

2. The Contractor shall be required to use a rotary surface scrubber for the large areas and a wand for small hard to reach areas, gum removal and rinsing. The areas cleaned shall be free of any streaks, stains, tracks or foreign debris.
3. The Contractor shall be prohibited from using bleach or chlorine-based cleaning products without the express written consent of the Town.
4. The Contractor shall have a minimum (5) five years of experience in the pressure washing industry and have (5) five references from past or present contracts, three of which are State/ County/ Local Government or School Districts that contain a minimum of 30,000 square feet of pressure washing at one location.
5. The contractor shall provide a list of all equipment to be used.
6. The Contractor shall provide a list of chemicals to be used for cleaning including degreaser and defoaming agents.
7. The Contractor shall have adequate staffing and equipment to ensure completion of work in a timely manner.

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.
4. **Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

END OF PART I

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Katrina Adler, Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: townclerk@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may e-mail inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 23-10-01 QUESTION".

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Clerk. Although the Town will try to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original hard copy of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea

Submitted by: _____

Address: _____

Proposals may be submitted in person or by mail. **Proposer shall also submit one electronic copy via email to townclerk@lbts-fl.gov the email shall be titled:**

RFP No. 23-10-01

Project: East Commercial Pressure Washing Services

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to ensure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall provide such additional information as the Town may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged by a witness who is present during the form's signing.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. 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. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

M. EVALUATION METHOD AND CRITERIA

1. General The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:
 - A. ability to meet set standards;
 - B. availability of qualified personnel
 - C. compensation.
 - D. expertise of personnel;
 - E. financial resources and capabilities;
 - F. past contracts with other governmental jurisdictions;
 - G. past performance records;
 - H. qualifications of Proposer;
 - I. references;
 - J. related experience in Florida;
 - K. technical soundness of proposal; and,
 - L. time frames.
2. Selection
The Town Manager or designee may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or designee or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager or designee may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager or designee may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town’s standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Decorative Paver Pressure Washing Services
Town of Lauderdale-By-The-Sea RFP No. 23-10-01
Part II –General Information

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Lauderdale-By-The-Sea RFP No. 23-10-01

12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
2. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
3. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
4. Name of Contact _____
Title of Contact _____
Telephone Number: _____ Email Address _____
5. Name of Contact _____
Title of Contact _____

Lauderdale-By-The-Sea RFP No. 23-10-01

Telephone Number: _____ Email Address _____

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM**Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.*****THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$

Additional Pricing West Commercial Plazas

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Project Cost SHALL include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Lauderdale-By-The-Sea RFP No. 23-10-01

Please ensure your DELIVERABLES include the cost of:

1. Onsite meetings with Town staff when requested to inspect the cleaning work;
2. A verbal report of any defects, damage or safety issues that may be noticed during cleaning; and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services to implement some of the recommendations of this RFP or additional services may be requested over the contract term.

If the Proposer is interested in additional work, please provide the cost per item available.

1. There are privately owned sidewalk Cafés with furniture on Town owned property that the Cafe owners shall be responsible for the removal and replacement of them after cleaning is completed. In an effort to have all areas cleaned uniformly it may become necessary for the Contractor to remove and replace all privately owned furniture. Should this occur the Contractor shall document the amount and type of furniture needed to be moved.. The Contractor shall bill the Town for this additional work on a per item basis.

Additional Work	
<u>Title:</u>	<u>Per Item Rate</u>
Chairs	
Tables	
Umbrellas	

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath,

Lauderdale-By-The-Sea RFP No. 23-10-01

that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

Witness:

By: _____
Signature

Print Name



**PO BOX 813212
HOLLYWOOD, FL 33081
Octavia Mills, President**

Phone: (954) 559-6385

Fax : (954) 985-3874

Email: evergreencleaningservice@hotmail.com

**REQUEST FOR PROPOSALS NO. 23-10-01
Decorative Paver Pressure Washing Services**

Created for

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

EVERGREEN CLEANING SERVICE, INC.

PO BOX 813212

HOLLYWOOD, FL 33081

ESTABLISHED IN 2009

Authorized Representative:

Octavia Mills, President

Phone: (954) 559-6385

Fax : (954) 985-3874

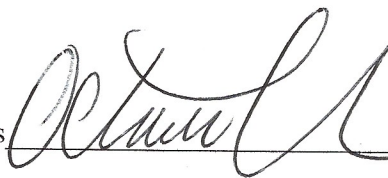
Email: evergreencleaningservice@hotmail.com

Evergreen Cleaning Service, Inc. is a certified minority owned company with a commitment to creating local jobs and serving the community. In addition, Evergreen Cleaning Service has implemented environmentally friendly products and processes to better serve the environment, our clients and our employees.

We feel that our dedication and close relationship with our clients has given us great customer retention and great customer satisfaction. Included with this letter is our proposal for pressure cleaning services for the Town of Lauderdale-By-The-Sea which has been prepared in accordance with the scope of work specifications set forth in your Request for Proposal. In drafting our proposal, we utilize information gathered during our visits to the proposed sites as well as from our many years of experience providing similar services to other government entities.

We are excited about the opportunity to work with our local community. We understand that public spaces are the crown jewels of any Town especially the Town of Lauderdale-By-The-Sea and Evergreen Cleaning Service, Inc. is confident that it can provide a first-class cleaning service that will maintain the beauty of the Town for its residents and its visitors. It would be our privilege as a small business founded in South Florida to serve the Town of Lauderdale-By-The-Sea.

Octavia Mills



11/03/23

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Organization Profile

Evergreen Cleaning Service, Inc. is a certified small minority owned business that was established in 2009. For the past 14 years Evergreen has been providing commercial cleaning services to large governmental organizations, to individuals and to small and large corporate entities within the South Florida area. These cleaning services include but are not limited to pressure cleaning of sidewalks, buildings, walkways, parking garages, asphalt, pavers and concrete surfaces to remove gum, impacted dirt, stain, graffiti, rust, mildew, grime etc. The Evergreen team is made up of 6 dedicated team members. Most of the team has been with Evergreen since its inception in 2009. Our team is trained and experienced in the use of hot and cold pressure washer systems, at both low and high pressures. We use commercial-grade equipment to deliver cleaning services of the highest quality and stand behind all the work that we do. We do not believe in outsourcing our work and have never hired a subcontractor to complete any of our contracts. By not using subcontractors Evergreen can guarantee that all work will be done based on the scope of work specification to the utmost satisfaction of our clients.

Qualification of Service Individuals

Evergreen will utilize the following key personnel to perform the work on RFP NO. 23-10-01.

Project Lead Contact: Octavia Mills is the owner and founder of Evergreen Cleaning Service. INC. Octavia is a college graduate and has been in the commercial cleaning industry since 2008. Since 2001 she has worked in both the public and private sector, which has given her ample communication and problem-solving skills, making her the ideal person to resolve any issues that may arise.

Site Supervisor: Richard Collins will be the onsite supervisor and he will also be one of the key personnel performing the work on RFP NO.23-10-01. Richard is a high school graduate with over two decades of pressure cleaning and janitorial experience. Prior to joining Evergreen in 2011, Richard worked for the public sector as a sanitation engineer for 8 years where he acquired the skills which have become invaluable to the success of Evergreen.

Quality Control Supervisor: Hector Padilla High School Graduate has been with Evergreen for 8 years. He Collaborate with other team members to coordinate cleaning operations, share responsibilities, and ensure a smooth and efficient workflow throughout the pressure cleaning project.

Service Crew Member 1: Stanley Walker High School Graduate has been with Evergreen for 6 years. He Efficiently manage time and prioritize tasks to ensure that cleaning projects are completed within the designated time frame while maintaining high standards of quality and cleanliness.

Service Crew Member 2: Jarvis Wilson High School graduate has been with Evergreen for 3 years. He is reliable, detailed and very efficient.

RFP FORM A

Proposer: Evergreen Cleaning Service, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Proposer: Evergreen Cleaning Service, Inc.

QUALIFICATIONS STATEMENT

1. Evergreen Cleaning Service, Inc
 - 1.1. Evergreen Cleaning Service, Inc.
 - 1.2. Corporation
 - 1.3. Octavia Mills, President

2. Evergreen Cleaning Service, Inc. is a certified small minority owned business that was established in 2009. For the past 14 years Evergreen has been providing commercial cleaning services to large governmental organizations, to individuals and to small and large corporate entities within the South Florida area. These cleaning services include but are not limited to pressure cleaning of sidewalks, buildings, walkways, parking garages, asphalt, pavers and concrete surfaces to remove gum, impacted dirt, stain, graffiti, rust, mildew, grime etc. The Evergreen team is made up of 6 dedicated team members. Most of the team has been with Evergreen since its inception in 2009. Our team is trained and experienced in the use of hot and cold pressure washer systems, at both low and high pressures. We use commercial-grade equipment to deliver cleaning services of the highest quality and stand behind all the work that we do. We do not believe in outsourcing our work and have never hired a subcontractor to complete any of our contracts. By not using subcontractors Evergreen can guarantee that all work will be done based on the scope of work specification to the utmost satisfaction of our clients.

3. Principal place of business is: 1805 SW 31st Avenue, Pembroke Park, FL 33009.
4. Telephone: (954)559-6385, Email: evergreencleaningservice@hotmail.com
5. 6 employees.
6. Employees to be assigned are Octavia Mills, Richard Collins, Hector Padilla, Stanly Walker, Jarvis Wilson.
7. FEIN: 27-1082916.
8. Occupational license number: 325-22789. Expiration date: September 30, 2024.
9. We have been in business 14 years. We are a janitorial/pressure cleaning company.
10. **The School Board of Broward County**, 7720 West Oakland Park Boulevard, Sunrise FL 33351, 2023-Present. Mark Cohen (Purchasing Agent) 754-321-0510. We provide as needed pressure cleaning services to the different maintenance departments and schools throughout Broward County. On a yearly basis we cleaned approximately 800,000 sq. ft. of running track surfaces and 65,000 sq. ft of sidewalks, pavers and walkways. We provided three employees for this contract. The contract price is \$75,000.
Broward County Board of Commissioners, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301, 2017-2020. Lori Vassello (Project Manager) 954-359-1265. We provided weekly pressure cleaning services at the Fort Lauderdale/Hollywood Int. Airport. We provided this client with three employees, who

performed weekly pressure cleaning services to all the sidewalks, walkways, and flat surfaces. We cleaned a total of 428,000 sq. ft per week totaling 22,256,000 SQ. Ft per year. Cleaning included gum removal, mildew and stains. The contract price was \$435,000.

Broward County Board of Commissioners, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301. 2014-2016, Claudja Henry (Project Manager) 954-357-5758, we provide pressure cleaning services to Broward County main bus terminals within the county. We provide this client with two employees. We cleaned approximately 140,000 sq. ft. of flat surfaces, concrete and pavers per week totaling 7,280,000 SQ. ft per year. Cleaning included gum removal, graffiti removal, diesel stain removal, mildew and impacted dirt. The contract price was \$114,000.

11. No, we have never failed to complete, any work awarded.

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

12. Provide the following information concerning all contracts in progress as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Pressure Cleaning	The School Board of Broward County	30K-75K	10/12/2024	N/A
Pressure Cleaning	DAS Assets Inc	30K-50K	N/A	N/A
Pressure Cleaning	TTS Diversified Svc	50K-75K	N/A	N/A

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form BProposer: Evergreen Cleaning Service, Inc**REFERENCE FORM**

Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Mark Cohen
Title of Contact Purchasing Agent
Telephone Number: 754-321-0510 Email Address Mark.Cohen2@browardschools.com
2. Name of Contact Lori Vassello
Title of Contact Project Manager
Telephone Number: 954-359-1265 Email Address Lvassello@broward.org
3. Name of Contact Claudia Henry
Title of Contact Project Manager
Telephone Number: 954-357-5758 Email Address Chenry@broward.org
4. Name of Contact Andrew Cuffy
Title of Contact Manager
Telephone Number: 305-929-3049 Email Address clacassets.inc@mail.com
5. Name of Contact Torrianto Thompson
Title of Contact Manager

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

Telephone Number: 954-588-1539 Email Address Toriantoc@yahoo.com

Page A - 4

RFP FORM D

Proposer: Evergreen Cleaning Service, Inc

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath,

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Evergreen Cleaning Service, Inc
Name of Business

By:

Octavia Mills
Signature

Octavia Mills, Owner
Print Name and Title

1805 SW 31st Ave.
Pembroke Park, FL 33009.
Mailing Address

Witness:

By:

Ashley Mills
Signature

Ashley Mills
Print Name

Page A - 8

Experience

1. **The School Board of Broward County**, 7720 West Oakland Park Boulevard, Sunrise FL 33351, 2023-Present. Mark Cohen (Purchasing Agent) 754-321-0510. We provide as needed pressure cleaning services to the different maintenance departments and schools throughout Broward County. On a yearly basis we cleaned approximately 800,000 sq. ft. of running track surfaces and 65,000 sq. ft of sidewalks, pavers and walkways. We provided three employees for this contract.
2. **Broward County Board of Commissioners**, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301, 2017-2020. Lori Vassello (Project Manager) 954-359-1265. We provided weekly pressure cleaning services at the Fort Lauderdale/Hollywood Int. Airport. We provided this client with three employees, who performed weekly pressure cleaning services to all the sidewalks, walkways, and flat surfaces. We cleaned a total of 428,000 sq. ft per week totaling 22,256,000 SQ. Ft per year. Cleaning included gum removal, mildew and stains.
3. **Broward County Board of Commissioners**, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301. 2014- 2016, Claudja Henry (Project Manager) 954-357-5758, we provide pressure cleaning services to Broward County main bus terminals within the county. We provide this client with two employees. We cleaned approximately 140,000 sq. ft. of flat surfaces, concrete and pavers per week totaling 7,280,000 SQ. ft per year. Cleaning included gum removal, graffiti removal, diesel stain removal, mildew and impacted dirt.
4. **DAS Assets**, North Miami Beach, FL 33162 since 2013, Andrew Cuffy (Manager) 305-929-3049, we provide this client with pressure cleaning services for their commercial properties. We provide this company with two employees, to provide monthly pressure cleaning. We clean between 80,000-150,000 sq. ft of flat surfaces.
5. **T& J Diversified Services**, Pembroke Park, FL 33023 since 2010, Torianto Thompson (Manager) 954-588-1539, we are subcontracted with this company to provide pressure cleaning services for some of their Commercial Pressure Cleaning Contracts. We provide this company with two employees, to provide weekly pressure cleaning. We clean approximately 170, 000 sq. ft of flat surfaces.

Approach to Providing Services

Evergreen Cleaning Service, INC approach to providing Service for RFP NO. 23-10-01. is as follows. Work will commence at 2am or later the scheduled workdays. The following procedures will be followed.

1. Remove all obstacles (chairs, tables, umbrellas, trash etc.) from the area to be cleaned.
2. Place wet floor caution signs throughout the work area.
3. Place water activated flood barriers at doors where water may intrude into businesses.
4. Pre-treat area with our low foaming biodegradable chemical mix.
5. Surface Clean the area using 150 F degree water.
6. Use 250 F degree water with a dual head wand to vaporize any embedded gum without damaging the pavers.
7. Use the pressure brooms to wash off the cleaned area.
8. Assess the area and redo any areas that need to be redone.
9. Squeegee off any excess water.
10. Place chairs, tables and umbrellas back in there locations.
11. Remove all equipment from the work site.
12. Vacate the area.

The following equipment will be used on RFP NO. 23-10-01.

1. Two 12 gpm 3600 psi commercial grade heavy duty diesel pressure washers capable of reaching 350 F degrees.
2. Two 525-gallon water tanks for a combined capacity of 1050 gallons of water.
3. Combined capacity of 425 gallons of chemical.
4. One Whisper Wash Max3600 36-inch surface cleaner.
5. One Steel Eagle 30-inch surface cleaner.
6. Two Eveage 46-inch pressure washer brooms.
7. 500+ feet of high-pressure hose.
8. Two dual head 40-degree pressure washer wands.
9. Several water activated flood barriers.

The Chemicals to be used on RFP NO. 23-10-01.

1. Simply Green
2. Super Clean

Compensation

RFP Form CProposer: Evergreen Cleaning Service, Inc.**PRICE PROPOSAL FORM**

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**Name of Proposer: Evergreen Cleaning Service, Inc.Name of authorized representative of Proposer: Octavia Mills**Project Cost**

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$.04

Additional Pricing West Commercial Plazas

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$.04

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Project Cost SHALL include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Lauderdale-By-The-Sea RFP No. 23-10-01

Please ensure your DELIVERABLES include the cost of:

1. Onsite meetings with Town staff when requested to inspect the cleaning work;
2. A verbal report of any defects, damage or safety issues that may be noticed during cleaning; and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services to implement some of the recommendations of this RFP or additional services may be requested over the contract term.

If the Proposer is interested in additional work, please provide the cost per item available.

1. There are privately owned sidewalk Cafés with furniture on Town owned property that the Cafe owners shall be responsible for the removal and replacement of them after cleaning is completed. In an effort to have all areas cleaned uniformly it may become necessary for the Contractor to remove and replace all privately owned furniture. Should this occur the Contractor shall document the amount and type of furniture needed to be moved.. The Contractor shall bill the Town for this additional work on a per item basis.

Additional Work	
<u>Title:</u>	<u>Per Item Rate</u>
Chairs	1.00
Tables	2.00
Umbrellas	1.00

By: Evergreen Cleaning Service, Inc
 Date: 7/10/2023
 Name: Octavia Mills
 Title: Owner

Additional Information



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 13, 2012

OCTAVIA MILLS / EVERGREEN CLEANING SERVICE
5430 FLAGLER STREET
HOLLYWOOD, FL 33021

Re: Document Number P12000024509

The Certificate of Conversion and Articles of Incorporation were filed March 12, 2012, with an organizational date deemed effective January 1, 2011, for EVERGREEN CLEANING SERVICE, INC., the resulting Florida corporation.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added. **It is your responsibility to remember to file your annual report in a timely manner.**

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6051, the Registration Filing Section.

Carolyn Lewis
Regulatory Specialist II
Division of Corporations

Letter Number: 112A00009152

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



Economic Development & Diversity Compliance

Robert Ballou, Officer

7720 W. Oakland Park Blvd., Suite 323

Sunrise, Florida 33351

phone: 754-321-1517

sdopcertification@browardschools.com

www.browardschools.com/eddc

**The School Board of
Broward County, Florida**

Torey Alston, Chair
Lori Alhadeff, Vice Chair

Daniel P. Faganholi
Debra Hixon
Sarah Leonardi
Donna P. Korn
Ryan Reiter
Nora Rupert
Manuel A. Serrano
Kevin P. Tynan

Dr. Vickie L. Cartwright
Superintendent of Schools

September 06, 2022

Octavia Mills
Evergreen Cleaning Services, Inc.
5439 Flagler Street
Hollywood, FL 33021

Dear Octavia Mills,

Congratulations! Your certification with Broward County Public Schools (BCPS) Economic Development & Diversity Compliance Department was approved.

Certificate Number: WS2429022537

Certificate Type: Emerging/Small/Minority/Women Business Enterprise (E/S/M/WBE)

Certification Period: September 06, 2022, thru September 05, 2024

Gender/ Ethnicity: African-American

NAICS Codes: 561720: Janitorial Services

Your firm will be listed in our [Certified Supplier Directory](#), updated weekly. We encourage you to become an active bidder. Stay abreast of the [District's procurement opportunities](#) on DemandStar; Select The School Board of Broward County, FL – Procurement & Warehousing Services as a preferred agency, and get notified of bids published.

Visit us [online](#) to access our core services, resources, programs, and services to assist local small businesses. Similarly, do not hesitate to contact our [team](#) for your technical assistance needs.

Finally, should any change occur, which may adversely affect the certification status of your company, please notify the [EDDC certification team](#) within thirty (30) days of the change. You will receive a courtesy email reminder 60 days before the expiration date; however, it is the firm's

Educating Today's Students to Succeed in Tomorrow's World

Broward County Public Schools is an Equal Opportunity Employer

Letter of Transmittal

Jet Set II, LLC understands the scope of work indicated in the solicitation RFP23-10-01 Pressure Washing for the City of Lauderdale. It intends to pressure wash the concrete pavers and sidewalks twice a week from June to October and three times a week from November to May. If needed, Jet Set II LLC will pressure wash the sidewalks in the Plazas once monthly from June to October and twice monthly from November to May.

Jet Set II, LLC authorizes the following representatives for or on behalf of itself:

James Wilcox

MGMR

Address: P.O. Box 14742 Tallahassee, FL 32317

Phone Number: (850) 443-4363

A handwritten signature in black ink, appearing to read "J Wilcox", is written over a large, faint, blue "JET SET" logo watermark. The logo watermark has a blue swoosh underline under the word "JET".

Signed by James Wilcox

P.O. Box 14742 • Tallahassee, Florida 32317 • Cell (850) 443-4363 • Office (888) 212-6675

jwilcox@jetsetcompany.com

jetsetcompany.com

November 1st, 2023

RFP 23-10-01

Decorative Paver Pressure Washing Services

Jet Set II, LLC

Address: P.O. Box 14742, Tallahassee, FL 32317

Contact Person:

James Wilcox, MGMR

Phone Number: (850) 443-4363



P.O. Box 14742 • Tallahassee, Florida 32317 • Cell (850) 443-4363 • Office (888) 212-6675
jwilcox@jetsetcompany.com

jetsetcompany.com

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Organization Profile and Qualifications

Company Profile:

Jet Set Company is an Exterior Restoration and Waterproofing Company. They have completed projects in over sixteen states including the entire Southeastern United States from Virginia to Texas.

They have over \$700,000 in trucks and equipment with very little to no debt at all times. Jet Set has washed buildings up to twenty-eight stories and over 40 million square feet in the last 5 years.

Jet Set has never been to litigation or arbitration since its inception. Jet Set has physical office space in South Carolina, Alabama, Louisiana, with their home office located in Florida. We currently hold contracts exclusively with 13 Universities and over 100 County Schools.

Licenses Held:

- General Contractor (2) States Florida Lic# CBC1253037/ Louisiana Lic# 70275
- Maintenance of Traffic Advanced (MOT)
- Mold Remediation & Mold Accessor
- State Certified Veteran Owned

Specialties:

- Soft Washing and Pressure Washing
- Waterproofing, Caulking and Sealing
- Roof & Window Cleaning
- High Rise Building Applications
- Maintenance of Traffic Control

Main Contact:

James Wilcox, MGMR
Phone number: (850) 443-4363

The following individuals will be the primary responsible for completion of work:

Donald Hackley, Project Manager 5+ years pressure washing, soft washing, and window cleaning.

He will be the main supervisor throughout this contract.

Eric Daniel, Project Manager 2+ years pressure washing, soft washing, and window cleaning.

He will be there on an as needed basis.

P.O. Box 14742 •Tallahassee, Florida 32317 •Cell (850) 443-4363 •Office (888) 212-6675
jwilcox@jetsetcompany.com

jetsetcompany.com

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

RFP FORM A

Proposer: Jet Set II, LLC

QUALIFICATIONS STATEMENT**Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.*****THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: Jet Set II, LLC
 - 1.2. The business is a Sole Proprietorship.
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: James Wilcox
2. Please describe your company in detail.
 Jet Set Company is an Exterior Restoration and Waterproofing Company. They have completed projects in over sixteen states including the entire Southeastern United States from Virginia to Texas. They have over \$700,000 in trucks and equipment with very little to no debt at all times. Jet Set has washed buildings up to twenty-eight stories and over 40 million square feet in the last 5 years. Jet Set has never been to litigation or arbitration since its inception. Jet Set has physical office space in South Carolina, Alabama, Louisiana, with their home office located in Florida. We currently hold contracts exclusively with 13 Universities and over 100 County Schools.
3. The address of the principal place of business is:
 P.O. Box 14742, Tallahassee, FL 32317
4. Company telephone number, and e-mail addresses:
 (850) 443-4363
 Jwilcox@jetsetcompany.com
5. Number of employees: 23
6. Name of employees to be assigned to this Project:
 Donald Hackley, James Wilcox, Eric Daniels, Travis Martin, Dennis Smith, Angel Hartwell
7. Company identification numbers for the Internal Revenue Service:
 811494634

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

8. Provide Broward County occupational license number, if applicable, and expiration date:
N/A
9. How many years has your organization been in business? Does your organization have a specialty?

Jet Set II, LLC has been in business for 7 years. It specializes in Soft Washing and Pressure Washing; Waterproofing, Caulking and Sealing; Roof & Window Cleaning; High Rise Building Applications; and Maintenance of Traffic Control.

10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

- 1) Clemson University: 6+ years (Roadway, Concrete, Paver, Restoration, and Cleaning)

Greg Gibbs, Engineer

Email: ggibbs@clemson.edu

Phone Number: (864) 376-6105

Cost: \$1.5M+

- 2) Mobile County Schools: 3+ years (Roadway, Soft Washing, Pressure Washing and Window Cleaning)

Bobby Stringer, Director of Facilities

Email: wstringer@mcpss.com

Phone Number: (251) 331-2711

Cost: \$900k+

- 3) Jefferson Parish: 1 year (Roadway, Soft Washing, Pressure Washing and Window Cleaning)

Tom Lawson

Email: tlawson@jeffparish.net

Phone Number: (504) 382-2594

Cost: \$250k+

11. Have you ever failed to complete any work awarded to you? If so, where and why?
No
12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Concrete Building and Window Washing	University of South Alabama	\$250k+	December 2023	90%

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Parking Garage Power Washing, Coding and Restriping	Jefferson Parish	\$327k	February 1, 2024	Has not started
Roofing and Waterproofing	LSU	\$285k	December 10th, 2023	50%
Jail Waterproofing	Jefferson Parish	\$185k	November 10th, 2023	95%

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

RFP Form B

Proposer: Jet Set II, LLC _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Greg Gibbs
 Title of Contact Engineer
 Telephone Number: (864) 376-6105 Email Address ggibbs@clermson.edu
2. Name of Contact John Hancock
 Title of Contact Assistant Director
 Telephone Number: (251) 460- 7111 Email Address jhancock@southalabama.edu
3. Name of Contact Bobby Stringer
 Title of Contact Director of Facilities
 Telephone Number: (251) 331-2711 Email Address wbstringer@mcpss.com
4. Name of Contact Shane Tolbert
 Title of Contact Assistant Director of Facilities
 Telephone Number: (405) 271-2121 x31364 Email Address shane-tolbert@ouhsc.edu
5. Name of Contact Lori Blake-Reid
 Title of Contact Director of Facilities

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

Telephone Number: (919) 530-7244 Email Address: lblake3@nccu.edu

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

RFP Form C

Proposer: Jet Set II, LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Name of Proposer: Jet Set II, LLC

Name of authorized representative of Proposer: James Wilcox

Project Cost

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$.079

Additional Pricing West Commercial Plazas

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$.079

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Project Cost SHALL include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

Please ensure your DELIVERABLES include the cost of:

1. Onsite meetings with Town staff when requested to inspect the cleaning work;
2. A verbal report of any defects, damage or safety issues that may be noticed during cleaning; and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services to implement some of the recommendations of this RFP or additional services may be requested over the contract term.

If the Proposer is interested in additional work, please provide the cost per item available.

1. There are privately owned sidewalk Cafés with furniture on Town owned property that the Cafe owners shall be responsible for the removal and replacement of them after cleaning is completed. In an effort to have all areas cleaned uniformly it may become necessary for the Contractor to remove and replace all privately owned furniture. Should this occur the Contractor shall document the amount and type of furniture needed to be moved.. The Contractor shall bill the Town for this additional work on a per item basis.

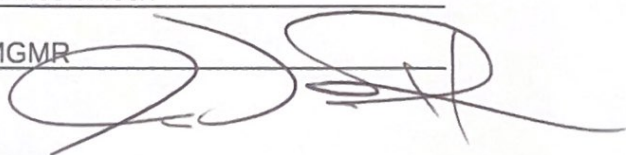
Additional Work	
<u>Title:</u>	<u>Per Item Rate</u>
Chairs	\$3
Tables	\$5
Umbrellas	\$5

By: Jet Set II, LLC

Date: 11/02/2023

Name: James Wilcox

Title: MGMR



Lauderdale-By-The-Sea RFP No. 23-10-01

RFP FORM D

Proposer: Jet Set II, LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods and services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath,

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Jet Set II, LLC

Name of Business

By:

Signature

James Wilcox, MGMR

Print Name and Title

P.O. Box 14742

Tallahassee, FL 32317

Mailing Address

Witness:

By:

Signature

Savannah Wilcox

Print Name

Experience

Below are references for similar Work

Clemson University: 5+ years (Soft Washing, Pressure Washing and Window Cleaning)

Contact Information

Greg Gibbs, Engineer

Email: ggibbs@clemson.edu

Phone Number: (864) 376-6105

The entire campus was soft washed, pressure washed, and windows were cleaned. This includes the pavers, walls, concrete surfaces, side walks, ramps, and loading docks.

University of South Alabama: 3+ years (Soft Washing, Pressure Washing and Window Cleaning)

Contact Information

John Hancock, Assistant Director, Maintenance

Email: jhancock@southalabama.edu

Phone Number: (251) 460-7111

The entire campus was soft washed, pressure washed, and windows were cleaned. This includes the pavers, walls, concrete surfaces, side walks, ramps, and loading docks.

Mobile County Schools: 3+ years (Soft Washing, Pressure Washing and Window Cleaning)

Contact Information

Bobby Stringer, Director of Facilities

Email: wstringer@mcpss.com

Phone Number: (251) 331-2711

The entire campus was soft washed, pressure washed, and windows were cleaned. This includes the pavers, walls, concrete surfaces, side walks, ramps, and loading docks.

The University of Oklahoma: 4+ years (Soft Washing, Pressure Washing, Window Cleaning, Waterproofing and Caulking)

Contact Information

Shane Tolbert, Assistant Director for Facilities Management, Special Projects

Email: shane-tolbert@ouhsc.edu

Phone Number: 405-271-2121 x31364

The entire campus was soft washed, pressure washed, windows were cleaned. This includes the pavers, walls, concrete surfaces, side walks, ramps, and loading docks.

North Carolina Central University: 2+ years (Soft Washing, Pressure Washing, Window Cleaning, Waterproofing and Caulking)

Lori Blake-Reid, Director of Facilities Services

Email: lblake3@ncu.edu

Phone Number: 919-530-7244

The entire campus was soft washed, pressure washed, and windows were cleaned. This includes the pavers, walls, concrete surfaces, side walks, ramps, and loading docks.

11/4/2023

Electronic Delivery:townclerk@lbts-gl.gov**Physical Delivery:**

Town of Lauderdale

4501 Ocean Drive

Lauderdale-By-The-Sea, FL | 33308

RE: Power Washing, Concrete, and Concrete Pavers Job Approach

Dear Sir/Ma'am,

Jet Set Company has extensive experience in commercial and industrial support. Our services include and specialize in power washing, restoration, concrete, and concrete paving. We have performed these relative services over millions of square feet of surfaces in the past seven years.

When approaching this job, we will exercise our experience with the following:

- Mobilization
- Safety
- Schedule
- Communication with Owner
- Proper PPE
- Water Supply Locations
- Familiarity with Ingress and Egress Locations
- Cognitive Awareness of Pedestrian Common Areas
- Illicit Discharge Concerns
- Efficiency Control

When certain thresholds are met with town project managers, communications will take place to discuss future locations and conditions. Jet Set Company works efficiently and safely to ensure public safety. Like all jobs, we will provide excellent services and professionalism and partner with the Town of Lauderdale.

Jim Wilcox, AMBR
Jet Set Company



888-212-6675 (Office)
850-443-4363 (Mobile)
PO Box 14742
Tallahassee, FL. 32317
jwilcox@jetsetcompany.com
www.jetsetcompany.com

P.O. Box 14742 • Tallahassee, Florida 32317 • Cell (850) 443-4363 • Office (888) 212-6675
jwilcox@jetsetcompany.com • jetsetcompany.com

Compensation

11/02/2023

James Wilcox states that Jet Set II, LLC proposes to complete all requested work as well as additional work for the following prices.

The price per each square foot of Project will be \$.079

The price per each square foot for Additional West Commercial Plazas will be
\$.079

For additional cleaning of furniture requested, prices are below:

Per each chair: \$3

Per each table: \$5

Per each umbrella: \$5





EQUIPMENT LIST 1

TRUCKS #1, #2 & #3 (INCLUDES ALL EQUIPMENT BELOW)

- Dodge 4500 4x4 Crew Cab with extended bed
- 525 gallon DOT rated water holding tank
- 325 gallon DOT rated chemical holding tank
- 325 gallon DOT rated chemical mix tank
- Total 1175 gallons per truck
- Super Strapping Safety welding structure for tanks to withstand capsizing
- (4) Titan electric chemical hose reels with 350 ft of ½" chemical hose per reel
- (4) Udor Zeta 10.5 gpm soft wash pumps with 3 way mixing valves each
- (1) 8.5 gpm HOT Pressure PRO Skid Washer with dual gun system
- 2.5" Fire hydrant quick fill connection with 30 ft of fire hydrant hose
- 500 ft of water hose
- (2) underbody tool boxes with all necessary hand tools
- (1) underbody specialty chemical box
- 52" night working light LED bar
- Side LED truck overhead equipment lights with lighted signage
- (1) High Pressure Electric Hose Reel with 400 ft of high pressure hose
- 300 ft of spare high pressure hose with ability to add on
- 4 High Pressure guns with 8 gpm turbo tips
- (1) Stihl backpack chemical fogger for touch ups and disinfection up to 45 ft vertical surfaces
- (2) Stihl 4 gallon electric pump sprayers
- 6 DOT rated traffic cones
- Big Daddy 28" Surface Cleaner
- (2) Exterior mounted commercial grade fire extinguishers
- 30 ft ladder



(All Trucks & Trailers outfitted with most back up parts for quick repair on site)



EQUIPMENT LIST 2

TRUCK #4, #5 (INCLUDES ALL EQUIPMENT BELOW)

- Chevy 5500 4x4 Crew Cab with extended bed
- 525-gallon DOT rated water holding tank
- 325-gallon DOT rated chemical holding tank
- 325-gallon DOT rated chemical mix tank
- Total 1175 gallons per truck
- Super Strapping Safety welding structure for tanks to withstand capsizing
- (4) Titan electric chemical hose reels with 350 ft of 1/2" chemical hose per reel
- (4) Udor Zeta 10.5 gpm soft wash pumps with 3 way mixing valves each
- (1) 8.5 gpm HOT Pressure PRO Skid Washer with dual gun system
- 2.5" Fire Hydrant quick fill connection with 30 ft of fire hydrant hose
- 500 ft of water hose
- (2) underbody toolboxes with all necessary hand tools
- (1) underbody specialty chemical box
- 52" night working light LED bar
- Side LED truck overhead equipment lights with lighted signage
- (1) High Pressure Electric Hose Reel with 400 ft of high pressure hose
- 300 ft of spare high pressure hose with ability to add on
- 4 High Pressure guns with 8 gpm turbo tips
- (1) Stihl backpack chemical fogger for touch ups and disinfection up to 45 ft vertical surfaces
- (2) Stihl 4-gallon electric pump sprayers
- 6 DOT rated traffic cones
- Big Daddy 28" Surface Cleaner
- (2) Exterior mounted commercial grade fire extinguishers
- 30 ft ladder



(All Trucks & Trailers outfitted with most back up parts for quick repair on site)



EQUIPMENT LIST 3

TRAILERS #1 - #5

24 ft ENCLOSED MOBILE JOB SITE TRAILERS (INCLUDES ALL EQUIPMENT BELOW)

- (2) Titan Electric stacked Hose Reels with 800 ft of high-pressure hose
- (3) 10 GPM Pressure Pro Cold Water Machines with
- (1) 91-gallon fueling system
- (6) High Pressure Guns with 10 gpm Turbo Nozzles
- (4) Stihl Backpack Chemical Foggers
- 800 feet of reserve water hose
- 900 feet of reserve high pressure hose
- Exterior mounted fire hydrant quick fill connection direct to tank
- 75 feet of fire hydrant connection filling hose
- Complete interior and exterior LED lighting system for night jobs
- DOT exterior rated lighting and markings
- (15) DOT rated safety cones
- (5) OSHA rated safety harnesses for required height work
- Complete wall mounted supply storage system with 20 plus individual mounted boxes
- (4) Truck and Trailer Spare tire system with hydraulic jack



(All Trucks & Trailers outfitted with most back up parts for quick repair on site)

JET SET EQUIPMENT LIST

Tanker truck: Total Job Site Water Sourcing

- 3500 gallon mobile water re-fill truck
- Capable of transferring 60 gallons per minute into Jet Set's operational water tanks
- Avoid job delays from having to leave job to re-fill with water or long water hose trip hazards and long filling times



Reclaim System



- Avoids any water or chemical run off into storm water system
- Keeps uneven concrete areas safe from staying flooding where squeegeeing is non-conductive
- Recycles and filters water cleaning concrete areas for re-usage and saving large volumes of water
- Environmentally friendly and True "Green" Product

Safety Data Sheet: **Simple Green® All-Purpose Cleaner**

Version No. 13000-23A

Issue Date: January 1, 2023

Supersedes Date: February 1, 2021

OSHA HCS-2012 / GHS

Section 1: IDENTIFICATION**Product Name:** Simple Green® All-Purpose Cleaner**Additional Names:****Manufacturer's Part Number:** *Please refer to Section 16**Recommended Use:** Cleaner & Degreaser for water tolerant surfaces.**Restrictions on Use:** Do not use on non-rinseable surfaces.

Company: Sunshine Makers, Inc.
 15922 Pacific Coast Highway
 Huntington Beach, CA 92649 USA

Telephone: 800-228-0709 • 562-795-6000 Mon – Fri, 8am – 5pm PST**Fax:** 562-592-3830**Email:** info@simplegreen.com**Emergency Phone:** Chem-Tel 24-Hour Emergency Service: 800-255-3924**Section 2: HAZARDS IDENTIFICATION**

This product is not considered hazardous under 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA HCS 2012Label Elements**Signal Word:** None**Hazard Symbol(s)/Pictogram(s):** None required**Hazard Statements:** None**Precautionary Statements:** None**Hazards Not Otherwise Classified (HNOC):** None**Other Information:** None Known**Section 3: COMPOSITION/INFORMATION ON INGREDIENTS**

<u>Ingredient</u>	<u>CAS Number</u>	<u>Percent Range</u>
Water	7732-18-5	> 85.000%*
Surfactant	Proprietary	< 5.000%*
C9-11 Alcohols Ethoxylated	68439-46-3	< 5.000%*
Tetrasodium Glutamate Diacetate	51981-21-6	< 2.000%*
Sodium Bicarbonate	144-55-8	< 1.000%*
Hydrochloric Acid	7647-01-0	< 1.000%*
Blend of Polyoxyalkylene Substituted Chromophores (Cyan and Yellow)	Proprietary Mixture	< 0.100%*
Fragrances	Proprietary Mixture	< 1.000%*
Anethole	104-46-1	< 0.100%*
Eucalyptol	470-82-6	< 0.100%*
Methylchlorisothiazolinone	26172-55-4	< 0.001%*
Methylisothiazolinone	2682-20-4	< 0.0001%*

*specific percentages of composition are being withheld as a trade secret

Section 4: FIRST-AID MEASURES**Inhalation:** Not expected to cause respiratory irritation. If adverse effect occurs, move to fresh air.**Skin Contact:** Not expected to cause skin irritation. If adverse effect occurs, rinse skin with water.**Eye Contact:** Not expected to cause eye irritation. If adverse effect occurs, flush eyes with water.**Ingestion:** May cause upset stomach. Drink plenty of water to dilute. See section 11.**Most Important Symptoms/Effects, Acute and Delayed:** None known.**Section 4: FIRST-AID MEASURES - continued**

Indication of Immediate Medical Attention and Special Treatment Needed, if necessary: Treat symptomatically

Section 5: FIRE-FIGHTING MEASURES

Suitable & Unsuitable Extinguishing Media: Use Dry chemical, CO₂, water spray or “alcohol” foam. Avoid high volume jet water.
Specific Hazards Arising from Chemical: In event of fire, fire created carbon oxides may be formed.
Special Protective Actions for Fire-Fighters: Wear positive pressure self-contained breathing apparatus; Wear full protective clothing.

This product is non-flammable. See Section 9 for Physical Properties.

Section 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures: *For non-emergency and emergency personnel:* See section 8 – personal protection. Avoid eye contact. Safety goggles suggested.

Environmental Precautions: Do not allow into open waterways and ground water systems.

Methods and Materials for Containment and Clean Up: Dike or soak up with inert absorbent material. See section 13 for disposal considerations.

Section 7: HANDLING AND STORAGE

Precautions for Safe Handling: Ensure adequate ventilation. Keep out of reach of children. Keep away from heat, sparks, open flame and direct sunlight. Do not pierce any part of the container. Do not mix or contaminate with any other chemical. Do not eat, drink or smoke while using this product.

Conditions for Safe Storage including Incompatibilities: Keep container tightly closed. Keep in cool dry area. Avoid prolonged exposure to sunlight. Do not store at temperatures above 109°F (42.7°C). If separation occurs, mix the product for reconstitution.

Section 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Limit Values: No components listed with TWA or STEL values under OSHA or ACGIH.

Appropriate Engineering Controls: Showers, eyewash stations, ventilation systems

Individual Protection Measures / Personal Protective Equipment (PPE)

Eye Contact: Use protective glasses or safety goggles if splashing or spray-back is likely.
Respiratory: Use in well ventilated areas or local exhaust ventilations when cleaning small spaces.
Skin Contact: Use protective gloves (any material) when used for prolonged periods or dermally sensitive.
General Hygiene Considerations: Wash thoroughly after handling and before eating or drinking.

Section 9: PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Green Liquid	Partition Coefficient: n-octanol/water:	Not determined
Odor:	Added sassafras odor	Autoignition Temperature:	Non-flammable
Odor Threshold:	Not determined	Decomposition Temperature:	42.7°C (109°F)
pH:	8.5 – 9.2	Viscosity:	Like water
Freezing Point:	0-3.33°C (32-38°F)	Specific Gravity:	1.01 – 1.03
Boiling Point & Range:	101°C (213.8°F)	VOCs:	**Water & fragrance exemption in calculation

Section 9: PHYSICAL AND CHEMICAL PROPERTIES - continued

Safety Data Sheet: **Simple Green® All-Purpose Cleaner**

Version No. 13000-23A

Issue Date: January 1, 2023

Supersedes Date: February 1, 2021

OSHA HCS-2012 / GHS

Flash Point:	> 212°F	SCAQMD 304-91 / EPA 24:	0 g/L	0 lb/gal	0%
Evaporation Rate:	Not determined	CARB Method 310**:	< 5 g/L	<0.0417lb/gal	<0.5%
Flammability (solid, gas):	Not applicable	SCAQMD Method 313:	Not tested		
Upper/Lower Flammability or Explosive Limits:	Not applicable	VOC Composite Partial Pressure:	Not determined		
Vapor Pressure:	0.60 PSI @77°F, 2.05 PSI @100°F	Relative Density:	8.42 – 8.59 lb/gal		
Vapor Density:	Not determined	Solubility:	100% in water		

Section 10: STABILITY AND REACTIVITY

Reactivity:	Non-reactive.
Chemical Stability:	Stable under normal conditions 70°F (21°C) and 14.7 psig (760 mmHg).
Possibility of Hazardous Reactions:	None known.
Conditions to Avoid:	Excessive heat or cold.
Incompatible Materials:	Do not mix with oxidizers, acids, bathroom cleaners, or disinfecting agents.
Hazardous Decomposition Products:	Normal products of combustion - CO, CO ₂ .

Section 11: TOXICOLOGICAL INFORMATION

Likely Routes of Exposure:	Inhalation -	Overexposure may cause headache.
	Skin Contact -	Not expected to cause irritation, repeated contact may cause dry skin.
	Eye Contact -	Not expected to cause irritation.
	Ingestion -	May cause upset stomach.

Symptoms related to the physical, chemical and toxicological characteristics: no symptoms expected under typical use conditions.

Delayed and immediate effects and or chronic effects from short term exposure: no symptoms expected under typical use conditions.

Delayed and immediate effects and or chronic effects from long term exposure: headache, dry skin, or skin irritation may occur.

Interactive effects: Not known.

Numerical Measures of Toxicity

Acute Toxicity:	Oral LD ₅₀ (rat)	> 5 g/kg body weight
	Dermal LD ₅₀ (rabbit)	> 5 g/kg body weight

Calculated via OSHA HCS 2012 / Globally Harmonized System of Classification and Labelling of Chemicals

Skin Corrosion/Irritation:	Non-irritant per Dermal Irritation® assay modeling. No animal testing performed.
Eye Damage/Irritation:	Non-irritant per Ocular Irritation® assay modeling. No animal testing performed.
Germ Cell Mutagenicity:	Mixture does not classify under this category.
Carcinogenicity:	Mixture does not classify under this category.
Reproductive Toxicity:	Mixture does not classify under this category.
STOT-Single Exposure:	Mixture does not classify under this category.
STOT-Repeated Exposure:	Mixture does not classify under this category.
Aspiration Hazard:	Mixture does not classify under this category.

Section 12: ECOLOGICAL INFORMATION

Ecotoxicity:	Volume of ingredients used does not trigger toxicity classifications under the Globally Harmonized System of Classification and Labelling of Chemicals.
Aquatic:	Aquatic Toxicity - Low, based on OECD 201, 202, 203 + Microtox: EC ₅₀ & IC ₅₀ ≥100 mg/L. Volume of ingredients used does not trigger toxicity classifications under the Globally Harmonized System of Classification and Labelling of Chemicals.
Terrestrial:	Not tested on finished formulation.

Section 12: ECOLOGICAL INFORMATION - continued

Safety Data Sheet: **Simple Green® All-Purpose Cleaner**

Version No. 13000-23A

Issue Date: January 1, 2023

Supersedes Date: February 1, 2021

OSHA HCS-2012 / GHS

Persistence and Degradability:	Readily Biodegradable per OCED 301D, Closed Bottle Test. Reaches 100% biodegradation within 60 days.
Bioaccumulative Potential:	No data available.
Mobility in Soil:	No data available.
Other Adverse Effects:	No data available.

Section 13: DISPOSAL CONSIDERATIONS

Unused or Used Liquid: May be considered hazardous in your area depending on usage and tonnage of disposal – check with local, regional, and or national regulations for appropriate methods of disposal.

Empty Containers: May be offered for recycling.

Never dispose of used degreasing rinsates into lakes, streams, and open bodies of water or storm drains.

Section 14: TRANSPORT INFORMATION

U.N. Number:	Not applicable
U.N. Proper Shipping Name:	Cleaning Compound, Liquid NOI
Transport Hazard Class(es):	Not applicable
Packing Group:	Not applicable
Environmental Hazards:	Marine Pollutant - NO
Transport in Bulk (according to Annex II of MARPOL 73/78 and IBC Code):	Unknown.
Special precautions which user needs to be aware of/comply with, in connection with transport or conveyance either within or outside their premises:	None known.

U.S. (DOT) / Canadian TDG:	Not Regulated for shipping.	ICAO/ IATA:	Not classified as Hazardous
IMO / IDMG:	Not classified as Hazardous	ADR/RID:	Not classified as Hazardous

Section 15: REGULATORY INFORMATION

All components are listed on: TSCA and DSL Inventory.

SARA Title III: Sections 311/312 Hazard Categories – Not applicable.
Sections 313 Superfunds Amendments and Reauthorizations Act of 1986 – Not applicable.
Sections 302 – Not applicable.

Clean Air Act (CAA): Not applicable

Clean Water Act (CWA): Not applicable

State Right To Know Lists: No ingredients listed

California Proposition 65: No ingredients listed

This product has been classified as “not classifiable as hazardous” in accordance with Consumer Product Safety Commission (16 CFR Chapter 2) and labelled and packaged accordingly.

US Consumer Product Safety Commission Regulations

This product is labeled in accordance with regulations administered by the Consumer Product Safety Commission (CPSC). However, the use pattern and exposure in the workplace are generally not consistent with those experienced by consumers. Therefore, the requirements of the Occupational Safety and Health Administration applicable to this SDS differ from the labeling requirements of the CPSC, and this SDS may contain additional health hazard information not pertinent to consumer use and not found on the product label.

Section 16: OTHER INFORMATION

Safety Data Sheet: **Simple Green® All-Purpose Cleaner**

Version No. 13000-23A

Issue Date: January 1, 2023

Supersedes Date: February 1, 2021

OSHA HCS-2012 / GHS

<u>Size</u>	<u>UPC</u>	<u>Size</u>	<u>UPC</u>
2 fl. oz.	043318131035	67.6 fl. oz.	043318000393
4 fl. oz.	043318130014	67.6 fl. oz.w/ dilution bottle	043318005442
16 fl. oz.	043318130021	140 fl. oz.	043318001390
22 fl. oz.	043318130229	140 fl. oz. w/ dilution bottle	043318001468
24 fl. oz.	043318006241	1 gallon	043318000799
24 fl. oz.	043318130137	1 gallon	043318004957
32 fl. oz.	043318000652	1 gallon	043318130052
32 fl. oz.	043318002557	1 gallon w/ dilution bottle	043318480416
32 fl. oz.	043318130335	1 gallon w/ dilution bottle	043318480492
67.6 fl. oz.	043318130144	2.5 gallon	043318004889

USA items listed only. Not all items listed. USA items may not be valid for international sale.

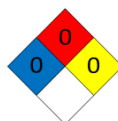
NFPA:

Health – None

Flammability – Non-flammable

Stability – Stable

Special - None

**Acronyms**

NTP National Toxicology Program

OSHA Occupational Safety and Health Administration

TSCA Toxic Substances Control Act

IARC

International Agency for Research on Cancer

CPSC

Consumer Product Safety Commission

DSL

Domestic Substances List

Prepared / Revised By: Sunshine Makers, Inc., Regulatory Department.

This SDS has been revised in the following sections: Formulation Revision in section 3

DISCLAIMER: The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



CERTIFICATE OF LIABILITY INSURANCE

Page 26

DATE (MM/DD/YYYY)

03/14/2023

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

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

PRODUCER Florian Insurance, Inc. 12839 US Highway 19 Hudson FL 34667		CONTACT NAME: David Dion PHONE (A/C, No, Ext): (727) 868-9450 E-MAIL ADDRESS: dave@florianinsurancefl.com FAX (A/C, No): (727) 861-1316	
INSURED JET SET II, LLC 2700 WELAUNEE BLVD UNIT 301 TALLAHASSEE FL 32308		INSURER(S) AFFORDING COVERAGE INSURER A: SOUTHERN-OWNERS INSURANCE CO INSURER B: AUTO-OWNERS INS CO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10190 18988	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			20375008	03/14/2023	03/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5437393800	03/13/2023	03/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CONTRACTOR'S EQUIPMENT			20375008	03/14/2023	03/14/2024	\$250,000

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

JANITORIAL

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATION PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2023

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

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PRODUCER Hub International Florida 1117 Thomasville Road Tallahassee, FL 32303	CONTACT NAME: PHONE (A/C, No, Ext): (850) 386-1111 FAX (A/C, No): (850) 385-9827 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Bridgefield Casualty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Jet Set II, LLC P.O. Box 14742 Tallahassee, FL 32308	NAIC # 10335

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	19655773	8/13/2023	8/13/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE



**PO BOX 813212
HOLLYWOOD, FL 33081
Octavia Mills, President**

Phone: (954) 559-6385

Fax : (954) 985-3874

Email: evergreencleaningservice@hotmail.com

**REQUEST FOR PROPOSALS NO. 23-10-01
Decorative Paver Pressure Washing Services**

Created for

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

EVERGREEN CLEANING SERVICE, INC.

PO BOX 813212

HOLLYWOOD, FL 33081

ESTABLISHED IN 2009

Authorized Representative:

Octavia Mills, President

Phone: (954) 559-6385

Fax : (954) 985-3874

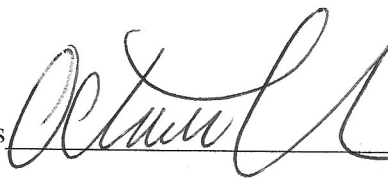
Email: evergreencleaningservice@hotmail.com

Evergreen Cleaning Service, Inc. is a certified minority owned company with a commitment to creating local jobs and serving the community. In addition, Evergreen Cleaning Service has implemented environmentally friendly products and processes to better serve the environment, our clients and our employees.

We feel that our dedication and close relationship with our clients has given us great customer retention and great customer satisfaction. Included with this letter is our proposal for pressure cleaning services for the Town of Lauderdale-By-The-Sea which has been prepared in accordance with the scope of work specifications set forth in your Request for Proposal. In drafting our proposal, we utilize information gathered during our visits to the proposed sites as well as from our many years of experience providing similar services to other government entities.

We are excited about the opportunity to work with our local community. We understand that public spaces are the crown jewels of any Town especially the Town of Lauderdale-By-The-Sea and Evergreen Cleaning Service, Inc. is confident that it can provide a first-class cleaning service that will maintain the beauty of the Town for its residents and its visitors. It would be our privilege as a small business founded in South Florida to serve the Town of Lauderdale-By-The-Sea.

Octavia Mills



11/03/23

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Organization Profile

Evergreen Cleaning Service, Inc. is a certified small minority owned business that was established in 2009. For the past 14 years Evergreen has been providing commercial cleaning services to large governmental organizations, to individuals and to small and large corporate entities within the South Florida area. These cleaning services include but are not limited to pressure cleaning of sidewalks, buildings, walkways, parking garages, asphalt, pavers and concrete surfaces to remove gum, impacted dirt, stain, graffiti, rust, mildew, grime etc. The Evergreen team is made up of 6 dedicated team members. Most of the team has been with Evergreen since its inception in 2009. Our team is trained and experienced in the use of hot and cold pressure washer systems, at both low and high pressures. We use commercial-grade equipment to deliver cleaning services of the highest quality and stand behind all the work that we do. We do not believe in outsourcing our work and have never hired a subcontractor to complete any of our contracts. By not using subcontractors Evergreen can guarantee that all work will be done based on the scope of work specification to the utmost satisfaction of our clients.

Qualification of Service Individuals

Evergreen will utilize the following key personnel to perform the work on RFP NO. 23-10-01.

Project Lead Contact: Octavia Mills is the owner and founder of Evergreen Cleaning Service. INC. Octavia is a college graduate and has been in the commercial cleaning industry since 2008. Since 2001 she has worked in both the public and private sector, which has given her ample communication and problem-solving skills, making her the ideal person to resolve any issues that may arise.

Site Supervisor: Richard Collins will be the onsite supervisor and he will also be one of the key personnel performing the work on RFP NO.23-10-01. Richard is a high school graduate with over two decades of pressure cleaning and janitorial experience. Prior to joining Evergreen in 2011, Richard worked for the public sector as a sanitation engineer for 8 years where he acquired the skills which have become invaluable to the success of Evergreen.

Quality Control Supervisor: Hector Padilla High School Graduate has been with Evergreen for 8 years. He Collaborate with other team members to coordinate cleaning operations, share responsibilities, and ensure a smooth and efficient workflow throughout the pressure cleaning project.

Service Crew Member 1: Stanley Walker High School Graduate has been with Evergreen for 6 years. He Efficiently manage time and prioritize tasks to ensure that cleaning projects are completed within the designated time frame while maintaining high standards of quality and cleanliness.

Service Crew Member 2: Jarvis Wilson High School graduate has been with Evergreen for 3 years. He is reliable, detailed and very efficient.

RFP FORM A

Proposer: Evergreen Cleaning Service, Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County occupational license number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Proposer: Evergreen Cleaning Service, Inc.

QUALIFICATIONS STATEMENT

1. Evergreen Cleaning Service, Inc
 - 1.1. Evergreen Cleaning Service, Inc.
 - 1.2. Corporation
 - 1.3. Octavia Mills, President

2. Evergreen Cleaning Service, Inc. is a certified small minority owned business that was established in 2009. For the past 14 years Evergreen has been providing commercial cleaning services to large governmental organizations, to individuals and to small and large corporate entities within the South Florida area. These cleaning services include but are not limited to pressure cleaning of sidewalks, buildings, walkways, parking garages, asphalt, pavers and concrete surfaces to remove gum, impacted dirt, stain, graffiti, rust, mildew, grime etc. The Evergreen team is made up of 6 dedicated team members. Most of the team has been with Evergreen since its inception in 2009. Our team is trained and experienced in the use of hot and cold pressure washer systems, at both low and high pressures. We use commercial-grade equipment to deliver cleaning services of the highest quality and stand behind all the work that we do. We do not believe in outsourcing our work and have never hired a subcontractor to complete any of our contracts. By not using subcontractors Evergreen can guarantee that all work will be done based on the scope of work specification to the utmost satisfaction of our clients.

3. Principal place of business is: 1805 SW 31st Avenue, Pembroke Park, FL 33009.
4. Telephone: (954)559-6385, Email: evergreencleaningservice@hotmail.com
5. 6 employees.
6. Employees to be assigned are Octavia Mills, Richard Collins, Hector Padilla, Stanly Walker, Jarvis Wilson.
7. FEIN: 27-1082916.
8. Occupational license number: 325-22789. Expiration date: September 30, 2024.
9. We have been in business 14 years. We are a janitorial/pressure cleaning company.
10. **The School Board of Broward County**, 7720 West Oakland Park Boulevard, Sunrise FL 33351, 2023-Present. Mark Cohen (Purchasing Agent) 754-321-0510. We provide as needed pressure cleaning services to the different maintenance departments and schools throughout Broward County. On a yearly basis we cleaned approximately 800,000 sq. ft. of running track surfaces and 65,000 sq. ft of sidewalks, pavers and walkways. We provided three employees for this contract. The contract price is \$75,000.
Broward County Board of Commissioners, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301, 2017-2020. Lori Vassello (Project Manager) 954-359-1265. We provided weekly pressure cleaning services at the Fort Lauderdale/Hollywood Int. Airport. We provided this client with three employees, who

performed weekly pressure cleaning services to all the sidewalks, walkways, and flat surfaces. We cleaned a total of 428,000 sq. ft per week totaling 22,256,000 SQ. Ft per year. Cleaning included gum removal, mildew and stains. The contract price was \$435,000.

Broward County Board of Commissioners, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301. 2014-2016, Claudja Henry (Project Manager) 954-357-5758, we provide pressure cleaning services to Broward County main bus terminals within the county. We provide this client with two employees. We cleaned approximately 140,000 sq. ft. of flat surfaces, concrete and pavers per week totaling 7,280,000 SQ. ft per year. Cleaning included gum removal, graffiti removal, diesel stain removal, mildew and impacted dirt. The contract price was \$114,000.

11. No, we have never failed to complete, any work awarded.

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

12. Provide the following information concerning all contracts in progress as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Pressure Cleaning	The School Board of Broward County	30K-75K	10/12/2024	N/A
Pressure Cleaning	DAS Assets Inc	30K-50K	N/A	N/A
Pressure Cleaning	TTS Diversified Svc	50K-75K	N/A	N/A

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form BProposer: Evergreen Cleaning Service, Inc**REFERENCE FORM**

Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Mark Cohen
 Title of Contact Purchasing Agent
 Telephone Number: 754-321-0510 Email Address Mark.Cohen2@browardschools.com
2. Name of Contact Lori Vassello
 Title of Contact Project Manager
 Telephone Number: 954-359-1265 Email Address Lvassello@broward.org
3. Name of Contact Claudia Henry
 Title of Contact Project Manager
 Telephone Number: 954-357-5758 Email Address Cherry@broward.org
4. Name of Contact Andrew Cuffy
 Title of Contact Manager
 Telephone Number: 305-929-3049 Email Address clausassets.inc@mail.com
5. Name of Contact Torrianto Thompson
 Title of Contact Manager

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

Telephone Number: 954-588-1539 Email Address Toriantoc@yahoo.com

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RFP FORM D

Proposer: Evergreen Cleaning Service, Inc

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath,

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Evergreen Cleaning Service, Inc
Name of Business

By:

Octavia Mills
Signature

Octavia Mills, Owner
Print Name and Title

1805 SW 31st Ave.
Pembroke Park, FL 33009.
Mailing Address

Witness:

By:

Ashley Mills
Signature

Ashley Mills
Print Name

Page A - 8

Experience

1. **The School Board of Broward County**, 7720 West Oakland Park Boulevard, Sunrise FL 33351, 2023-Present. Mark Cohen (Purchasing Agent) 754-321-0510. We provide as needed pressure cleaning services to the different maintenance departments and schools throughout Broward County. On a yearly basis we cleaned approximately 800,000 sq. ft. of running track surfaces and 65,000 sq. ft of sidewalks, pavers and walkways. We provided three employees for this contract.
2. **Broward County Board of Commissioners**, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301, 2017-2020. Lori Vassello (Project Manager) 954-359-1265. We provided weekly pressure cleaning services at the Fort Lauderdale/Hollywood Int. Airport. We provided this client with three employees, who performed weekly pressure cleaning services to all the sidewalks, walkways, and flat surfaces. We cleaned a total of 428,000 sq. ft per week totaling 22,256,000 SQ. Ft per year. Cleaning included gum removal, mildew and stains.
3. **Broward County Board of Commissioners**, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301. 2014- 2016, Claudja Henry (Project Manager) 954-357-5758, we provide pressure cleaning services to Broward County main bus terminals within the county. We provide this client with two employees. We cleaned approximately 140,000 sq. ft. of flat surfaces, concrete and pavers per week totaling 7,280,000 SQ. ft per year. Cleaning included gum removal, graffiti removal, diesel stain removal, mildew and impacted dirt.
4. **DAS Assets**, North Miami Beach, FL 33162 since 2013, Andrew Cuffy (Manager) 305-929-3049, we provide this client with pressure cleaning services for their commercial properties. We provide this company with two employees, to provide monthly pressure cleaning. We clean between 80,000-150,000 sq. ft of flat surfaces.
5. **T& J Diversified Services**, Pembroke Park, FL 33023 since 2010, Torianto Thompson (Manager) 954-588-1539, we are subcontracted with this company to provide pressure cleaning services for some of their Commercial Pressure Cleaning Contracts. We provide this company with two employees, to provide weekly pressure cleaning. We clean approximately 170, 000 sq. ft of flat surfaces.

Approach to Providing Services

Evergreen Cleaning Service, INC approach to providing Service for RFP NO. 23-10-01. is as follows. Work will commence at 2am or later the scheduled workdays. The following procedures will be followed.

1. Remove all obstacles (chairs, tables, umbrellas, trash etc.) from the area to be cleaned.
2. Place wet floor caution signs throughout the work area.
3. Place water activated flood barriers at doors where water may intrude into businesses.
4. Pre-treat area with our low foaming biodegradable chemical mix.
5. Surface Clean the area using 150 F degree water.
6. Use 250 F degree water with a dual head wand to vaporize any embedded gum without damaging the pavers.
7. Use the pressure brooms to wash off the cleaned area.
8. Assess the area and redo any areas that need to be redone.
9. Squeegee off any excess water.
10. Place chairs, tables and umbrellas back in there locations.
11. Remove all equipment from the work site.
12. Vacate the area.

The following equipment will be used on RFP NO. 23-10-01.

1. Two 12 gpm 3600 psi commercial grade heavy duty diesel pressure washers capable of reaching 350 F degrees.
2. Two 525-gallon water tanks for a combined capacity of 1050 gallons of water.
3. Combined capacity of 425 gallons of chemical.
4. One Whisper Wash Max3600 36-inch surface cleaner.
5. One Steel Eagle 30-inch surface cleaner.
6. Two Eveage 46-inch pressure washer brooms.
7. 500+ feet of high-pressure hose.
8. Two dual head 40-degree pressure washer wands.
9. Several water activated flood barriers.

The Chemicals to be used on RFP NO. 23-10-01.

1. Simply Green
2. Super Clean

Compensation

RFP Form CProposer: Evergreen Cleaning Service, Inc.**PRICE PROPOSAL FORM**

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**Name of Proposer: Evergreen Cleaning Service, Inc.Name of authorized representative of Proposer: Octavia Mills**Project Cost**

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$.04

Additional Pricing West Commercial Plazas

Deliverables	Square Foot Price
Price per square foot for Pressure Washing Services	\$.04

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Project Cost SHALL include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Appendix A

Lauderdale-By-The-Sea RFP No. 23-10-01

Please ensure your DELIVERABLES include the cost of:

1. Onsite meetings with Town staff when requested to inspect the cleaning work;
2. A verbal report of any defects, damage or safety issues that may be noticed during cleaning; and

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services to implement some of the recommendations of this RFP or additional services may be requested over the contract term.

If the Proposer is interested in additional work, please provide the cost per item available.

1. There are privately owned sidewalk Cafés with furniture on Town owned property that the Cafe owners shall be responsible for the removal and replacement of them after cleaning is completed. In an effort to have all areas cleaned uniformly it may become necessary for the Contractor to remove and replace all privately owned furniture. Should this occur the Contractor shall document the amount and type of furniture needed to be moved.. The Contractor shall bill the Town for this additional work on a per item basis.

Additional Work	
Title:	Per Item Rate
Chairs	1.00
Tables	2.00
Umbrellas	1.00

By: Evergreen Cleaning Service, Inc
 Date: 7/10/2023
 Name: Octavia Mills
 Title: Owner

Additional Information



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 13, 2012

OCTAVIA MILLS / EVERGREEN CLEANING SERVICE
5430 FLAGLER STREET
HOLLYWOOD, FL 33021

Re: Document Number P12000024509

The Certificate of Conversion and Articles of Incorporation were filed March 12, 2012, with an organizational date deemed effective January 1, 2011, for EVERGREEN CLEANING SERVICE, INC., the resulting Florida corporation.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added. **It is your responsibility to remember to file your annual report in a timely manner.**

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6051, the Registration Filing Section.

Carolyn Lewis
Regulatory Specialist II
Division of Corporations

Letter Number: 112A00009152

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



Economic Development & Diversity Compliance

Robert Ballou, Officer

7720 W. Oakland Park Blvd., Suite 323

Sunrise, Florida 33351

phone: 754-321-1517

sdopcertification@browardschools.com

www.browardschools.com/eddc

**The School Board of
Broward County, Florida**

Torey Alston, Chair
Lori Alhadeff, Vice Chair

Daniel P. Faganholi
Debra Hixon
Sarah Leonardi
Donna P. Korn
Ryan Reiter
Nora Rupert
Manuel A. Serrano
Kevin P. Tynan

Dr. Vickie L. Cartwright
Superintendent of Schools

September 06, 2022

Octavia Mills
Evergreen Cleaning Services, Inc.
5439 Flagler Street
Hollywood, FL 33021

Dear Octavia Mills,

Congratulations! Your certification with Broward County Public Schools (BCPS) Economic Development & Diversity Compliance Department was approved.

Certificate Number: WS2429022537

Certificate Type: Emerging/Small/Minority/Women Business Enterprise (E/S/M/WBE)

Certification Period: September 06, 2022, thru September 05, 2024

Gender/ Ethnicity: African-American

NAICS Codes: 561720: Janitorial Services

Your firm will be listed in our [Certified Supplier Directory](#), updated weekly. We encourage you to become an active bidder. Stay abreast of the [District's procurement opportunities](#) on DemandStar; Select The School Board of Broward County, FL – Procurement & Warehousing Services as a preferred agency, and get notified of bids published.

Visit us [online](#) to access our core services, resources, programs, and services to assist local small businesses. Similarly, do not hesitate to contact our [team](#) for your technical assistance needs.

Finally, should any change occur, which may adversely affect the certification status of your company, please notify the [EDDC certification team](#) within thirty (30) days of the change. You will receive a courtesy email reminder 60 days before the expiration date; however, it is the firm's

Educating Today's Students to Succeed in Tomorrow's World

Broward County Public Schools is an Equal Opportunity Employer



Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By: Katie Anderson, Special Events and Community Marketing Coordinator

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: The Feast of the Holy Epiphany

Explanation: Father Peter Zougras (**"The Applicant"**) of St. Demetrios Greek Orthodox Church has submitted a Special Event Application (**Exhibit 1**) for consideration to hold the Feast of the Holy Epiphany service (**"The Event"**) on Saturday, January 6, 2024, from 9:00 a.m. until 2:00 p.m.

The Event is proposed to start at 9:00 a.m. in the south portions of the Connie Hoffman Pavilion and Ocean Plazas. The Event will continue on the beach north of Anglin's Pier for the Blessing of the Waters and release of the doves, followed by the retrieval of the cross from the water and lunch at Anglin's Beach Café.

The Event is expected to have an estimated 100 participants and spectators, and 10 volunteers. Father Zougras' request is to utilize half of the Pavilion and Ocean Plaza, with the north half remaining open for the use of Aruba Beach Café.

The schedule of events is as follows:

Start of Setup:	8:00 AM
Event Begins:	9:00 AM
Event Ends:	2:00 PM
Start of Cleanup:	2:00 PM
Cleanup Completed:	2:15 PM

The Event will not use any amplified sound in the Plaza.

The Applicant is coordinating directly with Pompano Fire Rescue to provide lifeguards for the event.

The Applicant has requested the waiver of the following application and event fees:

- Special Event Application Fee: \$100
- Electric Fee: \$25
- Plaza Use Fees: \$850
- **Total Fees: \$975**

Last year the Commission approved this request.

The Applicant is also requesting for Town to bag the showers directly behind their event site.

Recommendation: Town Staff recommends approval of this event with the conditions outlined in the event permit (**Exhibit 2**) and the waiver of the application and event fees.

Exhibits:

1. Special Event Application: Feast of the Holy Epiphany 01.06.24
2. LBTS Permit Feast of the Holy Epiphany 01.06.24



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

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

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


Signature of Applicant

Print Name: Mr. Peter Zougras

Event Name: THE FEAST OF
THE HOLY EPIPHANY



SPECIAL EVENT APPLICATION

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

DETAILED SITE PLAN REQUIRED (see details at end of application)
Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

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

Name of Event: THE FEAST OF THE HOLY EPIPHANY

Event Purpose, Description and Activities: CHURCH SERVICE

New Event ☐ or Returning Event ☒ Previous Attendance ☐

Day(s) and Date(s) of Event: SAT, JAN 6 2024

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

1/2 OF PAVILION 1/2 OCEAN PLAZA WATER BLESSING
ON THE BEACH/PIER

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

Participants: 75-100 #Spectators 25 #Adult volunteers: 10

Please complete the following table:

Activity	Day	Time
Start of set-up:		8 AM
Start time of the Event:		9 AM
EVENT		
End time of the Event:		2 PM
Start of Clean up:		2 PM
Clean-up completed by: (Site restored to original condition)		2:15 PM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES NO

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

Person submitting Application ("Responsible Party"):

Name: FR. PETER ZOURGAS ST. DEMETRIOS Greek ORTHODOX
Mailing address: 820 NE 14 AVE Ft. Lauderdale 33304
Phone: 954 467 1515 Mobile phone: 718 314 4703
Email: FRZOURGAS@STDEMETRIOS.ORG Fax:

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

Name(s):

Mailing address:

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES

☒ NO

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

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

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

Request for Town Involvement: ☒ TOWN TO WAIVE SERVICE AND APPLICATION FEES

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

If yes, describe services requested, if any:

BAG SHOWERS ~~VOLUNTEER~~ FIRE DEPT
LIFEGUARDS

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

YES

NO

If yes, provide details:

SOUND SYSTEMS

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

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

_____ Proposed amplified sound/speaker system:

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

_____ Planned recorded music

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

CLEAN EVENT STANDARDS

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

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

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

Name:

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: _____

Canopies: _____

Stages: _____

Bleachers: _____ list size and max load:

LEAVE Benches FOR USE FOR Church Service

UTILITIES

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

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

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

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the Event. Contractor is required to schedule and successfully complete inspection of work prior to Event opening. Florida Building Code 101.4.1, 105.4.5.

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

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

_____ Electrical power:

_____ Water:

_____ Gas, propane, BBQ grills, generators:

_____ Fuel Storage:

None
NEEDED

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide:

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

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

RESTROOMS (show on Site Plan)

USE EL MAX PLAZA / ANGLING BEACH CAFE

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

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

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

Number of restroom facilities required by Town: TBD

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

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

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

TRAFFIC CONTROL PLAN

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

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

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

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

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

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

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

YES

☒ NO

Do you anticipate needing code compliance officers for your Event?

YES

☒ NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES

☒ NO

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

YES NO

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

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES NO

Please list the types of food that will be served:

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

Charcoal Grills _____

Sterno _____

Fryers _____

Open fires _____

Propane Grills _____

Refrigerators _____

Smokers _____

Hoods _____

Concession trailers _____

Warmers _____

LP Tanks _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES NO

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

YES NO

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

Name

Company

Vendor Type

ANIMALS

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

Are animals included in your event?

YES NO

If yes, please give details:

FATHER Peter

FIREWORKS

(Fireworks require a separate permit approval process and application)

~~FREE~~ RELEASING 3 Doves At Noon

Are you requesting approval to discharge fireworks at the event?

YES ☒ NO

SALE OF MERCHANDISE

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

YES ☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES ☒ NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released _____

FIRE WATCH or EMS ONSITE

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

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

INSURANCE

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

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

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

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

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

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

YES NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 8 am and the area will be cleaned and open by 3 pm
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at 3 pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

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

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
- e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.

- 23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
- 24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
- 25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
- 26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

PERMISSION OF THE PROPERTY OWNER

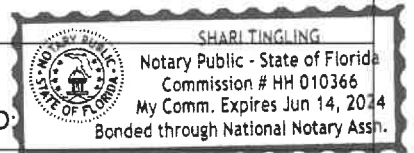
Applicant's and Property Owner's Certification

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

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

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

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): Date: <u>10/16/23</u>	Property owner's Signature (required): Date: <u>10/16/23</u>
Applicant's (Print information below) Name: <u>Rev Zougos</u> Title: <u>Priest</u> Organization: <u>St. Demetrios Church</u> Telephone: <u>(954) 467-1515</u> Mobile: <u>(718) 314-4703</u> Email: <u>fr Zougos@Stdemetrios.org</u>	Property Owner's (Print information below) Name: <u>SOIRO MARCHETOS</u> Title: <u>CEO</u> Organization: <u>Fisherman Pier</u> Telephone: <u>954 628 5099</u> Mobile: Email: <u>Marchelos@aol.com</u>
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me/provided _____ as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Spiro Marchelos</u> who is personally known to me/provided <u>RL DL</u> as identification and who did/did not take an oath.
My Commission Expires: _____ Notary Public, State of Florida	My Commission Expires: <u>06/14/2024</u> Notary Public, State of Florida



SITE PLAN DETAILS

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

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

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

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

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

Location:

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

Public Services:

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

Hazard/ Precautions:

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

Event:

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

Parking:

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

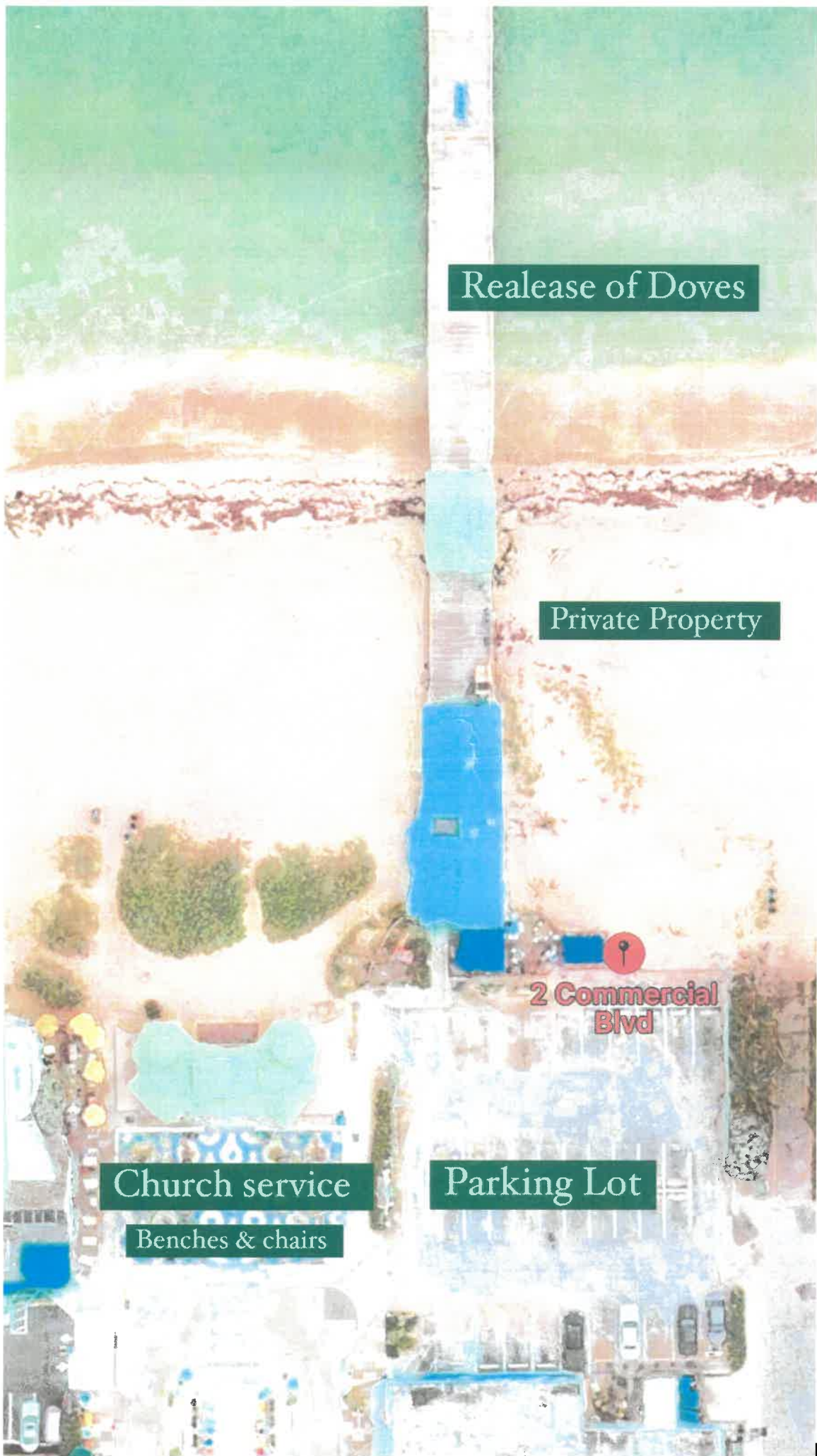
Code or Security Enforcement (paid by Event)

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

DETAILED SITE PLAN

See above for inclusion examples

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



Realease of Doves

Private Property

2 Commercial
Blvd

Church service

Benches & chairs

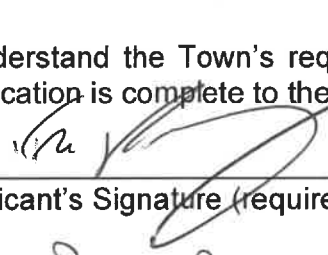
Parking Lot

Applicant's Certification

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

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

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.


Applicant's Signature (required)

12/16/23
Date

Ca. Peter Bouyos
Applicant's Printed Name and Title/Organization

(954) 467-1515
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Notary Public, State of Florida
My Commission Expires:



Town of Lauderdale-By-The-Sea Special Event Permit

PERMIT HOLDER INFORMATION

NAME/ORGANIZATION	St Demetrios Greek Orthodox Church	REPRESENTATIVE	Fr. Peter Zougras
STREET ADDRESS	820 NE 14 th Ave	CITY, STATE ZIP	Ft. Lauderdale FL 33304
PHONE NUMBER(S)	954-467-1515	FAX # • EMAIL	office@stdemetrios.org

DATE AND LOCATION OF EVENT

TYPE OF EVENT	Epiphany Service & Blessing	DATE(S) OF EVENT	Saturday, January 6, 2024
HOUR(S) OF OPERATION	See below	ADDRESS OR LOCATION OF EVENT	Pavilion and Beach North of Pier

DESCRIPTION OF EVENT (TEMPORARY STRUCTURES, SIGNAGE, BANNERS, BALLOONS, ETC. - LOCATION, COLORS, SIZE AND NUMBER)

SATURDAY, JANUARY 6, 2024		
Start of set-up	Pavilion & Ocean Plaza	8:00 a.m.
Service	Epiphany Service at Pavilion & Ocean Plaza	9:00 a.m. – Noon
Chairs Removed	Pavilion and Ocean Plaza	Noon
Service Moves to	Beach/Water North of the Pier for Blessing of the Cross, Release of Doves & Cross Retrieval	Noon – 1:00 p.m.
Lunch	Anglin's Beach Café	1:00 – 2:00 p.m.
Clean up completed by		3:00 p.m.

SPECIAL CONDITIONS

1. Requested fees are waived for this event: Use of Town electric and for the Town to waive all fees for the event, including electric fee (\$25), the special event application fee (\$100), and the plaza use fees (\$850) for a total of \$975.
2. Setup of the event will start at 8:00 a.m. and chairs in the Pavilion and Plaza will be cleared by noon.
3. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The EVENT shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval
4. Applicant is approved to use Town electric in the plaza.
5. Lifeguards will be required for the event. Applicant is coordinating directly with Pompano Beach Fire to provide lifeguards.
6. The Police Chief shall approve the EVENT's Maintenance of Traffic Plan (MOT), if one is required.
7. The EVENT shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
8. Road Closings: there are no road closings for this event.

9. Parking will operate according to normal parking regulations.
10. The Town and Anglin's Pier restrooms will be available for the event.
11. Chairs shall be placed to provide the appropriate and required pedestrian walkways. All chairs used in the plazas shall have protective (rubber or plastic) feet.
12. Tables, chairs, stage, equipment, etc., will not interfere with pedestrian walkways, ingress or egress.
13. If the Public Works Director requires, the EVENT shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately dispose of all refuse. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
14. Signage: On January 6, the day of the event, one (1) sandwich sign may be placed at Dunes Plaza and (1) sandwich sign may be placed at Ocean Plaza to direct participants to the event.
15. On the morning of January 6, 2023, EVENT may place two reserved signs on the beach south of the Pier to mark the area needed for the retrieval of the cross on the south side of the Pier.
16. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff or will be battery operated.
17. The EVENT shall provide a written notice to all properties affected by this event by December 5, 2023 for approval prior to distribution; and confirm in writing which properties have been notified.
18. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
19. If revisions to the Site Plan, if any, must be presented for approval by noon on Tuesday, January 2, 2024.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. At least thirty (30) days prior to the event, the EVENT shall provide a Certificate of Liability Insurance, including its endorsement, which meets all the insurance requirements of Chapter 17, Section 17-9.
22. The EVENT shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT shall be held responsible for providing the Town notice of any change in insurance coverage.

- d. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The EVENT shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
23. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the EVENT (the “sub-applicant”), the sub- applicant shall provide insurance and indemnification meeting the requirements of this Section under which the EVENT is applying, as if they were the EVENT and shall be held responsible for compliance with the Town Code as if the sub-applicant were the EVENT.
24. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
25. EVENT shall owe no monies to the Town at least one week prior to the event. There shall be no past due fines, moneys, fees, violations, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all past due debts to the Town are paid in full at least one week prior to the event.
26. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
27. Upon showing by the EVENT of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission’s policy direction on special events.
28. Permission for this event may be suspended or modified by the Commission, Town Manager or her designated Staff.
29. The Town Manager may suspend permission for this event due to failure of the EVENT to comply with the terms and conditions of the Town’s event permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
30. The onsite Town representative may terminate an event due to the EVENT not complying with the terms and conditions of the Town’s event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

DOCUMENTS AND PERMITS REQUIRED

Certificate of Insurance naming The Town of Lauderdale-By-The-Sea as Additional Insured
Notification letter to nearby businesses regarding the event.

APPROVAL

This Special Event Permit was approved by the Town Commission on November 14, 2023 based on the above conditions.

Signature:

Courtney Easley, Assistant to the Town Manager

Date:

APPLICANT: I AGREE TO COMPLY WITH ALL OF THE CONDITIONS OF THIS PERMIT.

Signature of Applicant:

Print Name: Fr. Peter Zougras, St. Demetrios Greek Orthodox Church

Date:



Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2023- 67: APPROVING AN AGREEMENT FOR SPECIAL MAGISTRATE SERVICES WITH JUDITH SECHER, ESQ. AND PROVIDING AN EFFECTIVE DATE.

Explanation: Under Section 6.5-2 of the Code, the Town is required to retain one or more Special Magistrates to preside over code enforcement hearings. On April 27, 2011, the Commission authorized the Town Manager to execute an Agreement for Special Magistrate Services with Thomas J. Ansbro, Esq. Mr. Ansbro has been the Special Magistrate for the Town since that time and has served diligently in the position.

Mr. Ansbro has now decided to take on full-time employment with another municipality and can no longer serve as the Special Magistrate for the Town as a result. Therefore, a new Special Magistrate must be appointed to preside over code enforcement hearings. Town Staff recommends the appointment of Judith E. Secher, Esq. as the new Special Magistrate for the Town.

Ms. Secher is a municipal attorney, and has served as an assistant city attorney and magistrate for cities in Broward and Palm Beach County for over twenty years. She meets the requirements of the Code for special magistrates (**Exhibit 1- Resume**) and has confirmed that she can provide special magistrate services on the current hearing date on the fourth Thursday of the month. A second Special Magistrate will be appointed at a later date that can serve either as a substitute when a conflict arises, or as a replacement in case of absence.

Recommendation: Town Staff recommends approval of Resolution 2023-67 (**Exhibit 2**), which authorizes an Agreement for Special Magistrate Services with Judith Secher.

Exhibits:

1. Resume and FL Bar Status
2. Resolution 2023-67 Magistrate Secher

**JUDITH E. SECHER, ESQ.
621 NORTH 44TH AVENUE
HOLLYWOOD, FLORIDA 33021
305-215-4094**

EDUCATION:

1982 - University of Miami School of Law, Miami, Fla., J.D.

1969 - Emerson College, Boston, Mass., M.S. Speech (teaching fellowship)

1966 - University of Pittsburgh, Pittsburgh, Pa., B.A. English & secondary education

WORK EXPERIENCE:

2016 to present - City of Boca Raton, Fla., Special Magistrate for Code Enforcement and Parking Violations

2012 to present - City of Hollywood, Fla., Special Magistrate for Code Enforcement (also Red Light Camera, and Vehicle Impoundment (VIP) hearings, which the City has discontinued)

2015 to 2023 - City of Dania Beach, Fla., Special Magistrate for Code Enforcement

2011 to 2017 - Miami-Dade College, School of Justice, Miami, Fla., Adjunct Professor (part-time) for Police Academy Basic Law Enforcement (BLE) and Corrections officer training

1992 to 2007 – Miami-Dade Police Department, Miami, Fla., Police Legal Advisor, and litigator for asset forfeiture civil cases

1990 to 1992 – City of North Miami Beach, Fla., Assistant City Attorney, Litigator for civil asset forfeiture, & tort cases

1989 to 1990 – Shailer, Purdy & Jolly, P.A., Ft. Lauderdale, Fla., Litigator for civil asset forfeiture cases for the Broward County Sheriff and the Florida Department of Highway Safety & Motor Vehicles

1983 -1989 – City of Miami, Office of the City Attorney, Miami, Fla., Assistant City Attorney/Police Legal Advisor, Litigator for civil asset forfeiture civil cases, and other police related responsibilities

1979 to 1983 – Office of the State Attorney, 11th Judicial Circuit, Miami-Dade County, Miami, Fla., Legal Intern, & Assistant State Attorney for misdemeanor cases, including municipal code violations, & felony violations

1972 to 1979 – Miami-Dade County Public Schools, Miami, Fla., Senior high school teacher, for English & speech classes. Sponsor of the National Forensic League program at Miami Senior High School, with debate team placing first in the State of Florida

PROFESSIONAL AFFILIATIONS:

The Florida Bar and The Florida Association of Police Attorneys

PROFESSIONAL ACTIVITIES:

Author/Editor *Florida Forfeiture Handbook*, Lexis Nexis/Matthew Bender (2003 & 2005) (Previously published by Oceana Publications); contributor to *Florida Bar Governmental Handbook, Forfeiture Section* (2005);

Speaker at seminars and training programs on civil asset forfeiture and public records law for legal and police enforcement organizations (including the United States Department of Justice, the American Prosecutors Research institute, the Florida Bar, the Florida Municipal Attorneys Association, the Florida Prosecuting Attorneys Association, the Florida Department of Law Enforcement, Miami-Dade College, School of Justice, the Florida Association of Police Attorneys, the Broward County Sheriff's Office, and Oceana Publications)

MEMBER PROFILE

Judith Ellen Secher

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:	341797
Mail Address:	Judith Secher 621 N 44th Ave Hollywood, FL 33021-5903 Office: 305-215-4094 Cell: 305-215-4094
Email:	judithsecher@bellsouth.net
Personal Bar URL:	https://www.floridabar.org/mybarprofile/341797
vCard:	
County:	Broward
Circuit:	17
Admitted:	05/14/1982
10-Year Discipline History:	None
Law School:	University of Miami School of Law

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the

opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING AN AGREEMENT FOR
SPECIAL MAGISTRATE SERVICES WITH JUDITH
SECHER, ESQ.; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, under Section 6.5-2 of the Code, the Town is required to retain one or more Special Magistrates to preside over code enforcement hearings; and

WHEREAS, on April 27, 2011, the Town retained Thomas J. Ansbro, Esq. to serve as a Special Magistrate; and

WHEREAS, Thomas J. Ansbro, Esq resigned from the position as Special Magistrate for the Town.

WHEREAS, the Town finds that Judith Secher, Esq. meets the educational and experience requirements of Section 6.5-2 of the Code of Ordinances; and

WHEREAS, the Town seeks to retain Ms. Secher as a Special Magistrate, as further specified in the Agreement for Special Magistrate Services attached hereto as **Exhibit “A.”**

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

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

Section 2. Execution of Agreement. The Town Manager is hereby authorized to execute on behalf of the Town the Agreement for Special Magistrate Services (the “Agreement”) with Judith Secher, Esq., in the form attached hereto as **Exhibit “A”** with such non-material

changes as may be approved by the Town Manager and Town Attorney, and such other documents necessary to implement the terms of the Agreement.

Section 3. Authorized Individuals. The Town Manager or designee and the Town Attorney are authorized to take all actions necessary to implement the terms of the Agreement.

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

PASSED AND ADOPTED this 14th day of November, 2023.

Mayor Chris Vincent

Attest:

Town Clerk, Katrina Adler
(CORPORATE SEAL)

APPROVED AS TO FORM:

Town Attorney Susan L. Trevarthen

**AGREEMENT FOR SPECIAL
MAGISTRATE SERVICES**

THIS AGREEMENT is made and entered into the _____ day of _____, 2023, by and between:

TOWN OF LAUDERDALE-BY-THE-SEA, A Florida municipal corporation, with offices located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida (hereinafter referred to as “TOWN”), and **JUDITH E. SECHER, ESQ.**, of 621 North 44th Avenue, Hollywood, FL 33021 (hereinafter referred to as “SPECIAL MAGISTRATE

W I T N E S S E T H:

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may contract with a Special Magistrate as an alternative method of hearing code enforcement cases, including cases related to public nuisance; and

WHEREAS, the TOWN also retains a SPECIAL MAGISTRATE to hear parking cases cases; and

WHEREAS, the SPECIAL MAGISTRATE is not a charter officer of the Town of Lauderdale-By-The-Sea; and

WHEREAS, the SPECIAL MAGISTRATE is not an officer pursuant to Article II, Section 5(a) of the Florida Constitution; and

WHEREAS, the SPECIAL MAGISTRATE serves at the pleasure and at the will of the Town Commission of TOWN; and

WHEREAS at its meeting of November 14, 2023, the Town Commission of TOWN first authorized the Town Manager to execute an Agreement for Special Magistrate Services with Judith E. Secher, Esq., as SPECIAL MAGISTRATE for parking and code enforcement cases; and

WHEREAS, TOWN and SPECIAL MAGISTRATE desire to continue their relationship while changing some of the terms of their relationship; and

WHEREAS, TOWN and SPECIAL MAGISTRATE wish to enter into this Agreement in order to set out the terms and conditions of employment related to this appointment.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and SPECIAL MAGISTRATE, agree as follows:

SECTION 1. Recitals.

The above recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

SECTION 2. Services.

(A) SPECIAL MAGISTRATE agrees to provide special magistrate services by adjudicating code enforcement cases that may be assigned to SPECIAL MAGISTRATE by TOWN, on an as needed basis, in compliance with all applicable laws.

SPECIAL MAGISTRATE is authorized to hear cases involving, but not limited to, parking, vacant properties, multi-family residential properties, neighborhood preservation, non-residential properties, public nuisance, and cases involving an immediate threat to health and safety.

(B) SPECIAL MAGISTRATE agrees that at the conclusion of each hearing a written order, which shall include findings of fact and conclusions of law, shall be promptly prepared by TOWN, reviewed and signed by SPECIAL MAGISTRATE, and furnished to the parties. The above notwithstanding, SPECIAL MAGISTRATE acknowledges and agrees that the Orders shall be drafted by the Special Magistrate's Clerk for review and execution by SPECIAL MAGISTRATE unless otherwise agreed by the parties. TOWN shall be responsible for furnishing a copy of the Order to the applicable parties.

(C) SPECIAL MAGISTRATE is an independent contractor under this Agreement. Services provided by SPECIAL MAGISTRATE shall not be as an officer or employee of TOWN.

(D) SPECIAL MAGISTRATE acknowledges that he is a member in good standing of the Florida Bar engaged in the practice of law. Further, SPECIAL MAGISTRATE acknowledges that he has no existing client relationship, which would pose a conflict of interest to his service as a SPECIAL MAGISTRATE for TOWN.

SECTION 3. Payment.

(A) For services rendered, the TOWN agrees to pay SPECIAL MAGISTRATE One Hundred and Fifty Dollars (\$150.00) per hour or fractional part thereof for time spent by the SPECIAL MAGISTRATE in preparation and research for special magistrate hearings, for attendance at said hearings, and if required, for drafting appropriate orders and documents which result from such hearings.

(B) SPECIAL MAGISTRATE agrees to provide TOWN with a monthly invoice outlining the services provided and time billed as SPECIAL MAGISTRATE under the conditions set out in this Agreement. Said invoice shall be submitted to Jhanelle Campbell, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

(C) Payment for the SPECIAL MAGISTRATE's services shall be made monthly to:

JUDITH E. SECHER, ESQ.,
621 North 44th Avenue,
Hollywood, FL 33021

SECTION 4. Term of Agreement.

(A) This Agreement shall take effect when fully executed by the parties and shall be effective until terminated by the TOWN. This Agreement with the SPECIAL MAGISTRATE may be terminated at any time by the Town Commission and without cause. The SPECIAL MAGISTRATE acknowledges that he serves at the will and pleasure of the Town Commission.

(B) The Agreement may be terminated by either party at will upon thirty (30) calendar days' written notice to the other party.

SECTION 5. Miscellaneous.

(A) *Amendment.* No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(B) *Assignment.* SPECIAL MAGISTRATE agrees that the services provided in this Agreement are personal in nature and may not be assigned or transferred to any other party without the prior consent of TOWN.

(C) *Indemnity.* The TOWN will indemnify and defend the SPECIAL MAGISTRATE in his capacity as a Special Magistrate for Code Enforcement and Parking Violation cases, from any cause of action that may arise from the performance of duties as SPECIAL MAGISTRATE on behalf of the TOWN, and within the scope and course of each employment.

(D) *Severability.* Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

(E) *Waiver of Jury Trial.* The Town and SPECIAL MAGISTRATE **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and arising out of, under, or in connection with the

services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

(F) *Venue.* This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

(G) *No Contingent Fees; Conflicts.* SPECIAL MAGISTRATE warrants it has not employed or retained any company or person, other than a bona fide employee working solely for SPECIAL MAGISTRATE to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for SPECIAL MAGISTRATE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. No officer or employee of the Town during his or her term of employment or for one year thereafter shall have any interest, direct or indirect, in this Agreement, or the proceeds thereof. Section 2-25 of the Town Code provides that no vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

(H) *Chapter 119 (Public Records).*

(a) SPECIAL MAGISTRATE agrees to keep and maintain public records in SPECIAL MAGISTRATE's possession or control in connection with SPECIAL MAGISTRATE's performance under this Agreement. SPECIAL MAGISTRATE additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. SPECIAL MAGISTRATE 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, SPECIAL MAGISTRATE 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 SPECIAL MAGISTRATE shall be delivered by the SPECIAL MAGISTRATE to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by SPECIAL MAGISTRATE 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 SPECIAL MAGISTRATE 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 SPECIAL MAGISTRATE shall be withheld until all records are received as provided herein.

(f) IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'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.

IN WITNESS WHEREOF, the TOWN OF LAUDERDALE-BY-THE-SEA and Judith E. Secher, Esq., SPECIAL MAGISTRATE, have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

SPECIAL MAGISTRATE

By: Linda Connors, Town Manager

Judith E. Secher, Esq.
621 North 44th Avenue
Hollywood, FL 33021

Attest:

Town Clerk Katrina Adler

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: November 14, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Quasi Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title: Case 2023-V-02: Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-127 “Variance procedures and requirements” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Variance (2022-V-02) from Section 30-313(s)(2) of the Town Code , to permit the construction of a canopy at the property line that encroaches into both the required five (5) foot side yard setback and the required fifteen (15) foot rear yard setback for an accessory structure and from Section 30-313(d)(1)(a) of the Town Code, to permit the erection of a wall ten (10) feet in height where a maximum height of six (6) feet is permitted for the subject property located at 1900 E Terra Mar Drive.

Explanation: The Applicant, Michael Trevor Armstrong, has submitted a Variance application (**Exhibit 1**) from Town Code Section 30-313(s)(2) to permit the construction of a canopy at the property line that encroaches on the required five (5) foot side yard setback and the required fifteen (15) foot rear yard setback for an accessory structure. Additionally, the Applicant is requesting a variance from Section 30-313(d)(1)(a) of the Town Code to permit the erection of a wall ten (10) feet in height where a maximum height of six (6) feet is permitted. The subject property is located at 1900 E Terra Mar Drive (the “Property”) and is situated on the northeast corner of Terra Mar Drive and East Terra Mar Drive, with the rear of the Property abutting a canal.

The 0.20-acre property is zoned RS-4 and has a land use designation of single-family residence. A variance is required to construct a canopy (accessory structure) along a portion of the side and rear property lines that encroaches on the minimum side and rear setback for an accessory structure, and a wall that exceeds the maximum allowable height for a wall. A detailed explanation of the subject project is provided in the attached Planning and Zoning Board Staff Report (**Exhibit 2**).

The Planning and Zoning Board reviewed the application at its November 1, 2023 meeting and voted to recommend **DENIAL** of the request.

Should the Town Commission choose to approve the variance, staff recommends the following conditions:

1. All construction shall be in accordance with the plans, incorporated into an approved Development Order as **Exhibit 1**, which are listed in this report, which incorporate all modifications and conditions approved by the Town Commission. If changes occur as part of the building permit and/or architectural review process, the Applicant will be required to provide this information to Staff to determine if a modification of the Site Plan approval is required.
2. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
3. The approved site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
4. All applicable state and federal permits shall be obtained before commencement of construction.

Staff sent the required notices to all property owners within 300 feet of the subject property.

The Property was properly posted, and the notice was placed on the Town's website. To date, no correspondence has been received in favor of or against the variance request.

Recommendation: Staff recommends that the Commission **DENY** the Applicant's request, as the criteria to grant approval of the requested variance has not been met.

Exhibits:

1. 2023-V-02 Application and plans
2. 2023-V-02 Variance (1900 E Terra Mar Drive) Staff Report -47J6497-

LAUDERDALE•BY•THE•SEA

Universal Development Application



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2023-V-02/ 1900 E TERRA MAR DRIVE

BTR #: _____

Date Application Submitted: 7/6/2023

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- | | |
|---|---|
| ☐ Appeal of Administrative Decision | ☐ Historic Designation |
| ☐ Site Plan | ☐ Certificate of Appropriateness |
| ☐ Site Plan Level 1 Modification | ☐ Zoning Relief |
| ☐ Site Plan Level 2 Modification | ☐ Rezoning |
| ☐ Conditional Use _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☐ Administrative Adjustment _____ | ☐ Payment in Lieu of Parking |
| ☒ Variance <u>PROPERTY SETBACKS</u> | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: SAFETY PROPERTY SETBACKS

Folio Numbers: 4943 06 20 0660

Street Address: 1900 E TERRA MAR DRIVE, LAUDERDALE BY THE SEA, FL 33062

Legal Description: TERRA MAR ISLAND ESTATES 29-12 B LOT 1 BLK 5

Name of Property Owner: ARMSTRONG, MICHAEL TREVOR Property Owner's Phone #: _____

Address of Property Owner: 1900 E TERRA MAR DRIVE, LAUDERDALE BY THE SEA, FL 33062

Property Owner's Email Address: trevor.armstrong@stofgaming.com

Name of Applicant: ARMSTRONG, MICHAEL TREVOR Applicant's Phone #: (954) 347-6049

Applicant's Address: 1900 E TERRA MAR DRIVE, LAUDERDALE BY THE SEA, FL 33062

Applicant Email Address: trevor.armstrong@stofgaming.com

Name of Agent (e.g. Contractor Representing the Project): BALLON DESIGN, LLC

Agent's Email Address: vballon@ballon.design Agent's Phone #: (954) 665-4003

Agent's Address: 2800 WEST ST RD 84, FT LAUDERDALE, FL 33312

Land Use Plan Designation: SINGLE FAMILY RESIDENTIAL Zoning District: SRS-4 - SINGLE FAMILY DWELLING

Existing Use of the Subject Property: SINGLE FAMILY HOME

Proposed Use of the Subject Property: SINGLE FAMILY HOME

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I M. ARMSTRONG (Applicant/ Property Owner) hereby waive my rights as to the required review time stated in House Bill 7103 as it relates to time limits to review applications for approval of a development permit or development order.

Print Name of Property Owner: MICHAEL T. ARMSTRONG Date: 6/1/2023

Signature of Property Owner: [Signature]

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: MICHAEL T. ARMSTRONG Date: 6/1/2023

Signature of Property Owner: [Signature]

State of Florida:

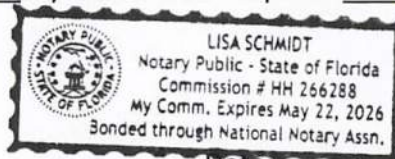
County:

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this day 1st of JUNE, 20 23.

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: LISA SCHMIDT My Commission Expires: MAY 22, 2026

Notary Signature: [Signature]



Applicant

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

State of Florida:

County:

5/28/2020

Universal Application

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization, this day
_____ of _____, 20_____.

The person signing is ☐ personally known to me or has ☐ produced identification

Print Notary Name: _____ My Commission Expires: _____

Notary Signature: _____



Lauderdale By the Sea

Re: Setback Variance Request

September 29, 2023

Planning & Zoning Board and Town Commission

4501 North Ocean Drive

Lauderdale-By-The-Sea, FL 33308

Tel: 954-640-4200

To Whom it may concern,

Request for setback variance on single family home built in 1953. Setback and height variance request will allow the construction of a wall and overhead canopy on the property line which will provide much needed security and privacy to the property. Please refer to the attached references and exhibits. We are requesting the property wall and canopy at the shown location be 10'-0" in height. We are in compliance with Section 30-127 as follows:

Section A items are attached, and all fees paid.

Section B are as follows:

1. Are there special conditions and circumstances existing that affect the land, structure or building involved preventing the reasonable use of such land, structure or building?

RESPONSE: This property abuts a street on the west, the intercoastal waterway on the east, a bridge on the south, and a house on the north. An easement is also in place on the south side which is frequently accessed by workers. Every person walking along the bridge looks directly into and over the said property. This unique situation/location also invites homeless and intruders into the property. Every vehicle light shines into the house, and traffic noise radiates into the property. Construction workers look into and over this property as they work on the easement utilities. Is for these reasons and security concerns that we are asking for a setback variance.

2. Are there circumstances which cause the hardship peculiar to the property or to such a small number of properties that they clearly constitute a marked exception to other properties in the district?

RESPONSE: Aside from the reasons above, this property is accessible to anyone walking along the bridge and many people often fish from the bridge.

3. Does the literal interpretation of the provisions of the applicable regulation result in hardship upon the owner, as distinguished from a mere inconvenience?

RESPONSE: The owner of the property is directly impacted by the absence of security and privacy enjoyed by all homeowners. The owner often travels for work and the wife and newborn baby are left alone to shelter in place at their own home.

4. How is the hardship not self-created or the result of mere disregard for, or ignorance of the provisions of the regulations?

RESPONSE: The hardship is created by the land use regulation, and specific lot layout.

5. Is a variance the minimum that will make possible the reasonable use of the property and the variance will be in harmony with the general purposes and intent of the applicable zoning regulations and will the variance not be injurious to the neighborhood or otherwise detrimental to the public welfare?

RESPONSE: The variance will be in harmony with the property and adjoining neighborhood. The new wall will provide a visual shelter from the street/bridge, deter would be intruders, provide the owner with privacy and consequently shade opportunity to the homeowner.

6. How does the grant of the variance not permit a use not generally permitted in the district involved or a use expressly or by implication prohibited by the terms of the regulations of the district in which the affected property lies?

RESPONSE: The grant of the variance will be to build within the setback zone.

7. Will failure to grant the variance render the property unusable as a permitted use in the zoning district in which the property lies?

RESPONSE: Failure of the variance will deny the owner the complete use of their home and its intended use. The owner will be denied the privacy and security which is enjoyed by all residents of Lauderdale by the Sea. This is a unique situation not duplicated anywhere within the city of Lauderdale by the Sea. The proposed wall/canopy will also enhance the city and community by not providing an unsightly view.

Sincerely,



Victor A. Ballon



FAR VIEW FROM THE BRIDGE



CLOSER VIEW FROM THE BRIDGE



CLOSER VIEW FROM THE BRIDGE

DIRECT ACCESS FROM THE BRIDGE TO THE HOME



PEOPLE FISHING OFF THE BRIDGE ADJACENT TO THE HOME



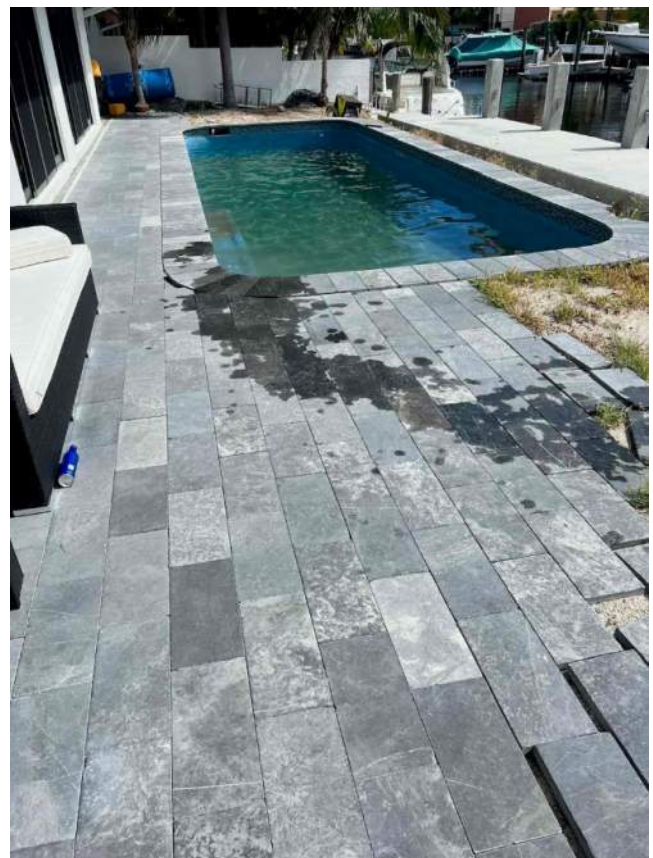
PEOPLE FISHING AND OVERLOOKING INTO THE PROPERTY FROM THE BRIDGE ADJACENT TO THE HOME





LATEST INCIDENT OF INTRUDERS TRESSPASSING INTO THE HOME

Date/time: August 28th around 11am.
Case Number: 13-2308-621
Reference Phone Number: 954-831-8700
Police Officers involved: Bryan Nicoletti and
Christopher Krickovich.
Office: Lauderdale By The Sea



VIEW STUDY OF NEW PRIVACY WALL - BEFORE



FAR VIEW

VIEW STUDY OF NEW PRIVACY WALL - AFTER



FAR VIEW

VIEW STUDY OF NEW PRIVACY WALL - BEFORE



CLOSE UP VIEW - ANGLE 01

VIEW STUDY OF NEW PRIVACY WALL - AFTER



CLOSE UP VIEW - ANGLE 01

VIEW STUDY OF NEW PRIVACY WALL - BEFORE



CLOSE UP VIEW - ANGLE 02

VIEW STUDY OF NEW PRIVACY WALL - AFTER



CLOSE UP VIEW - ANGLE 02

1. ALL DIMENSIONS INDICATED ON THIS SHEET ARE FROM FACE OF FINISH SURFACE UNLESS SPECIFICALLY NOTED OTHERWISE. ALL ANGLES ARE MULTIPLES OF 45° U.N.O.
2. CONTRACTOR SHALL COORDINATE ALL WORK ON THIS SHEET WITH THE DEMOLITION WORK, STRUCTURAL DRAWINGS.
3. EXISTING CONDITIONS NOT PART OF THIS PERMIT UNLESS SPECIFICALLY NOTED OTHERWISE.

NOTIFY THE ARCHITECT AND ENGINEERS IN WRITING OF ANY SYSTEMS OR UTILITIES CONFLICT THAT IS DISCOVERED. DO NOT PROCEED UNTIL APPROVED BY THE ARCHITECT IN WRITING.

5. FIELD VERIFY EXISTING CONDITIONS. ALERT ARCHITECT AND ENGINEERS OF ANY SYSTEMS OR UTILITIES CONFLICT DISCOVERED DURING DEMOLITION AND CONSTRUCTION PROCESS.

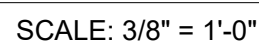
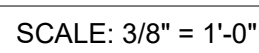
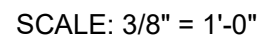
1	CONCRETE COLUMN, REF STRUCT. DETAILS FOR ADDITIONAL NOTES AND INFO.
2	MASONRY WALL, REF STRUCT. DETAILS FOR ADDITIONAL NOTES AND INFORMATION.
3	OPEN.
4	SEE ROOF SYSTEM BY FIRESTONE. OR APPROVED EQUAL. SLOPE TO SCUPPER WITH MIN 1/4" PER 10' ROOF PLAN TO PROVIDE A CONTINUOUS DRAINAGE PATH TO DRAIN.
5	PREHARDENED CORRUGATED INSTALLED METAL CAP FLASHING. CAP SHALL BE DESIGNED AND INSTALLED IN COMPLIANCE WITH SPIR ES-1. PAINTED TO MATCH WALL.
6	ROOF DRAIN OR SCUPPER WITH OVERFLOW
7	EXTERIOR JOINT.
8	PAVERS. FINISH TO MATCH EXISTING PAVERS UNLESS NOTED OTHERWISE.
9	LANDSCAPE AREA.

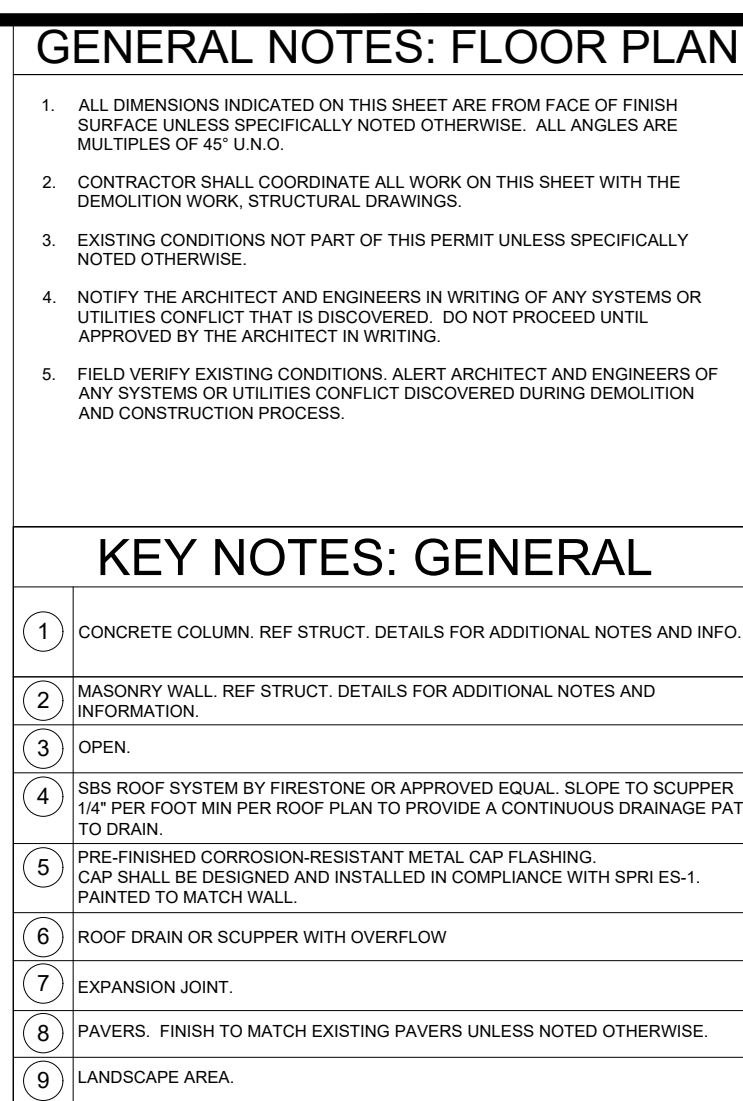
BALLON DESIGN
2800 W. STATE RD. 84
T. LAUDERDALE, FL 33312
(954)665-4003
<https://ballon.design>

TREVOR AND ANA ARMSTRONG
1900 EAST TERRA MAR DRIVE,
POMPANO BEACH FL 33062

[illegible]

EET NUMBER





BALLON DESIGN
2800 W. STATE RD. 84
FT. LAUDERDALE, FL 333
(954)665-4003
<https://ballon.design>

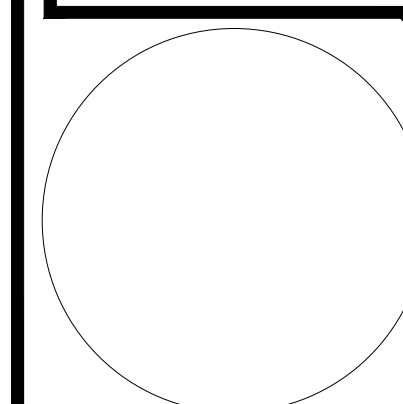
ARMSTRONG FAMILY HOME

FOR:
TREVOR AND ANA ARMSTRONG
1900 EAST TERRA MAR DRIVE,
POMPANO BEACH FL 33062

PROJECT NO.
22014

[illegible]

ISSUE DATE
09.29.2023



ARMSTRONG FAMILY HOME
FLOOR PLAN

A1.00.0

SHEET NUMBER



Town of Lauderdale-By-The-Sea

Development Services Department

To: Planning & Zoning Board (the "Board")

From: Jhanelle Campbell, Development Services Director

Meeting Date: November 1, 2023

New Business: Case Number 2023-V-02: Michael Trevor Armstrong (Applicant) – Pursuant to Chapter 30 "Unified Land Development Regulations," Section 30-127 "Variance procedures and requirements" of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Variance (2023-V-02) from Section 30-313(s)(2) of the Town Code, to permit the construction of a canopy at the property line that encroaches into both the required five (5) foot side yard setback and the required fifteen (15) foot rear yard setback for an accessory structure and from Section 30-313(d)(1)(a) of the Town Code, to permit the erection of a wall ten (10) feet in height where a maximum height of six (6) feet is permitted for the subject property located at 1900 E Terra Mar Drive.

The Applicant, Michael Trevor Armstrong, is requesting a Variance (**Exhibit 1**) from Town Code Section 30-313(s)(2) to permit the construction of a canopy at the property line that encroaches on the required five (5) foot side yard setback and the required fifteen (15) foot rear yard setback for an accessory structure. Additionally, the Applicant is requesting a variance from Section 30-313(d)(1)(a) of the Town Code to permit the erection of a wall ten (10) feet in height where a maximum height of six (6) feet is permitted. The subject property is located at 1900 E Terra Mar Drive (the "Property") and is situated on the northeast corner of Terra Mar Drive and E Terra Mar Drive, with the rear of the Property abutting a canal.



The Applicant has paid the appropriate fee and submitted the required documents.

Notice was sent to all property owners within 300 feet of the subject property on October 20, 2023. The Property has been posted and the hearing has been advertised pursuant to Section 30-139 of the Code of Ordinances (**Exhibit 2**). To date, we have not received any responses to the notice.

Description of the Existing Site

The Property, zoned RS-4, is located at 1900 E Terra Mar Drive and is currently used as a single-family residence. The Property is located on the northeast corner of Terra Mar Drive and E Terra Mar Drive and abuts a canal.

Background

The existing building was constructed in the early 1950's, and underwent its most recent renovation in 2016. The property is 8,818 SF (0.20 acres) in size. The Applicant wishes to construct a canopy (accessory structure) along a portion of the side and rear property lines. Additionally, the Applicant intends to construct a ten (10) foot high wall. The Town Code requires an accessory structure to be setback a minimum of five (5) feet on the side yards and fifteen (15) feet on the rear yard lot lines that do not abut a waterway. Further, the Town Code does not allow walls to exceed six (6) feet in height. For side yard or rear yard property lines abutting the water, the required setback must equal the setback for the primary structure. In this case, the minimum rear yard setback for the canopy would be fifteen (15) feet.

Variance Request – Construct a canopy within the side and rear yard setbacks and erect a ten foot high wall

The Applicant has requested a variance to construct a canopy at the side and rear property line within the required side and rear yard setbacks for an accessory structure where Section 30-313(s)(1) and (2) of the Town Code (**Exhibit 3**) specify a minimum side yard setback of five (5) feet is required, and a minimum rear yard setback of fifteen (15) feet for waterfront properties, in line with the requirements for the primary structure in the RS-4 district. The Applicant is also requesting to construct a ten (10) foot high wall where Section 30-313(d)(1)(a) allows a maximum height of six (6) feet.

Criteria and Analysis

Section 30-127 of the Town Code (**Exhibit 4**) provides that a variance application shall be evaluated by considering the following criteria. Please note that the Applicant's response is taken directly from the application. For the full narrative from the Applicant, please see **Exhibit 5**.

1. *Special conditions and circumstances exist affecting the land, structure or building involved preventing the reasonable use of such land, structure or building.*

Applicant statement: This property abuts a street on the west, the intercoastal waterway on the east, a bridge on the south, and a house on the north. An easement is also in place on the south side which is frequently accessed by workers. Every person walking along the bridge looks directly into and over the said property. This unique situation also invites homeless and intruders onto the property. Every vehicle light shines into the house, and traffic noise radiates into the property. Construction workers look into and over this property as they work on the easement utilities. Is for these reasons and security concerns that we are asking for a setback variance.

Staff findings: The property is located on the northwest side of the Terra Mar Bridge. There is a Town-owned right-of-way on both sides of the bridge. Although Town employees seldom, if ever, utilize this space, it is possible that other individuals working nearby use this area to get away from traffic and the sun. The equipment shown in the photos that are part of the Applicant's narrative (**Exhibit 5**) is the property of the Terra Mar Association, and is not Town owned. The Property's location, in close proximity to the bridge and the adjacent green area, places the Applicant in a position where their property is clearly visible from both the bridge and the adjacent green area.

This criterion has been met.

2. *The circumstances which cause the hardship are peculiar to the property or to such a small number of properties that they clearly constitute a marked exception to other properties in the district.*

Applicant Statement: Aside from the reasons above, this property is accessible to anyone walking along the bridge and many people often fish from the bridge.

Staff Findings: In Lauderdale-By-The-Sea, there are very few properties that are located at the end of the oncoming lane of a bridge. Staff contacted the Broward County Sheriff's Office to request information on the number of times they have responded to issues on the Property regarding trespassing, or excessive noise resulting from public activities such as walking, driving or fishing near the Property. While Broward Sheriff's

Office records indicate only one recent service call at that address related to an unhoused person trespassing on the property and using the pool, we believe that the property's location, in close proximity to the bridge, can be seen as a hardship.

This criterion has been met.

3. *The literal interpretation of the provisions of the applicable regulation would result in a particular hardship upon the owner, as distinguished from a mere inconvenience.*

Applicant Statement: The owner of the property is directly impacted by the absence of security and privacy enjoyed by all homeowners. The owner often travels for work and the wife and newborn baby are left alone to shelter in place at their home.

Staff Findings: The Applicant has options to increase security on the Property that would not require a variance, such as the extension of the existing wall along the rear property line.

This criterion has not been met.

4. *The hardship is not self-created or the result of mere disregard for, or ignorance of the provisions of the regulations.*

Applicant Statement: The hardship is created by the land use regulations and specific lot layout.

Staff Findings: The Town Code permits the construction of a fence that can effectively safeguard the Applicant's Property from trespassers. The Applicant has not explored any alternative methods to enhance the privacy and/or security of their property because the intent of the canopy is to restrict views onto the Property from the bridge. A compliant fence will be installed on the northern portion of the rear property line.

This criterion has not been met.

5. *The variance is the minimum variance that will make possible the reasonable use of the property and that the variance will be in harmony with the general purposes and intent of the applicable zoning regulations and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.*

Applicant Statement: The variance will be in harmony with the property and adjoining neighborhood. The new wall [and canopy] will provide a visual shelter from the street/bridge, deter would be intruders, provide the owner with privacy and consequently shade opportunity to the homeowner.

Staff Findings: The property situated on the opposite corner (1915 E Terra Mar Drive) is also positioned at the end of the bridge, and has public right-of-way immediately adjacent to the northern and western property lines. Vehicles exiting Terra Mar island are able to look into that property, just as vehicles driving onto Terra Mar island can see into the Applicant's property. The major difference with the property on the opposite corner is that it appears to have incorporated more landscaping, which has effectively created a visual barrier. The Applicant has not explored the possibility of installing landscaping that complies with the Town's Code and could serve as a visual barrier. Further, there is no indication in this application that the Applicant is requesting the minimum variance required for the proposed canopy and its supporting wall. There are also several multi-level buildings located across the canal from the Applicant's property, and they have an unobstructed view into the Property. The installation of the proposed canopy will not impact these views in any way.

This criterion has not been met.

6. *The grant of the variance does not permit a use not generally permitted in the district involved or a use expressly or by implication prohibited by the terms of the regulations of the district in which the affected property lies.*

Applicant Statement: The grant of the variance will be to build within the setback zone.

Staff Finding: Fences, walls, and gates are permitted along the side and rear yard property line, but are limited to six (6) feet in height.

This criterion has been met.

7. *Financial hardship is not a basis for granting a variance unless the failure to grant the variance will render the property unusable as a permitted use in the zoning district in which the property lies.*

Applicant Statement: Failure of the variance will deny the owner the complete use of their home and its intended use. The owner will be denied the privacy and security which is enjoyed by all residents of Lauderdale by the Sea. This is a unique situation not duplicated anywhere within the city of Lauderdale by the Sea. The proposed wall/canopy will also enhance the city and community by not providing an unsightly view.

Staff Finding: The property will remain functional even if the variance is not approved.

This criteria has not been met.

STAFF RECOMMENDATIONS:

The Board has the following options:

1. Recommend approval of the Variance to the Town Commission;
2. Recommend approval of the Variance to the Town Commission with conditions; or
3. Recommend denial of the Variance to the Town Commission.

Staff believes that the granting of the variance is not justified based on the requirements of the Town Code and recommends **DENIAL**. The criteria to grant the request have not been met.

Should the Board recommend approval of the request to the Town Commission, staff recommends the following conditions of approval:

1. All construction shall be in accordance with the plans, incorporated into an approved Development Order as **Exhibit 1**, which are listed in this report, which incorporate all modifications and conditions approved by the Town Commission. If changes occur as part of the building permit and/or architectural review process, that Applicant will be required to provide this information to Staff to determine if a modification of the Site Plan approval is required.
2. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
3. The approved site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
4. All applicable state and federal permits shall be obtained before commencement of construction.

In any case, the Board should list its findings and conclusions to support its recommendation to the Town Commission.

The Variance request is scheduled for the Town Commission meeting of November 14, 2023.

Exhibits:

1. 2023 V-02 Zoning Variance Application and Plans
2. Public Notice and Notice Requirements 30-139
3. Section 30-313(s)(1) and (2) – Accessory Structures
4. Variance Requirements 30-127
5. Applicant narrative with photographs

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