Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, April 23, 2019
Jarvis Hall 4505 N. Ocean Drive

---

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION – Reverend George Hunsaker**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**

7.a AMR March Report
AMR LBTS 2 Times 3-19.pdf

8. **TOWN MANAGER REPORT**

8.a The Chamber of Commerce has submitted the 2019 first quarter report for the management of the Visitor Center
1st Qtr Welcome Center Reports.pdf

8.b Town Manager Report

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**

10.a April 9, 2019 Town Commission Meeting Minutes
040919 LBTS Commission minutes.pdf

11. **CONSENT AGENDA**

11.a 2019 Amendments to the Interlocal Agreements between Broward County and the Town of Lauderdale-By-The-Sea Providing for Division and Distribution of the Proceeds of:

1) Additional Three-Cent Local Gas Option Tax on Motor Fuel Ordinance, and
2) Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit

Exhibit 1 - Letter dated April 11, 2019.pdf
Exhibit 2 - GASTAX3_2019 Amendment ex 1.final.doc

Exhibit 3 - GASTAX5_2019 Amendment ex 2.final.doc

11.b Special Event Application - 2019 4th of July Celebration

Agenda Memo.docx

Ex1 2019 4th of July VFD Spcl Event App.pdf

Ex 2 Zambelli 2019 Spl Event Permit Approved Fire Marshal.pdf

11.c FY 20-23 Broward County Transit Interlocal Agreement

Cover page 4-23-19 BCT FY20-23 ILA.docx

Ex.1 BCT ILA AG-2014-42.pdf

11.d Pressure Washing Services Contract

Agenda Memo.docx

12. OLD BUSINESS

13. NEW BUSINESS

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

16.a Ordinance 2019-04 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 8, "FIRE PREVENTION AND PROTECTION," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO ADOPT THE FLORIDA FIRE PREVENTION CODE (NFPA 1) AND (NFPA 101) AS THE FIRE CODE FOR THE TOWN AND TO ESTABLISH FEES FOR FIRE INSPECTION AND REVIEW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Exhbit 1_ 2019-04 Fire Prevention Ordinance 3F28488.pdf

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2019-08 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2019/2020; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Ex1 Resolution 2019-08 CDBG Senior Center.docx

17.b Resolution 2019-09 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT WITH SOCIALARCHIVE, INC., TO PROVIDE SOFTWARE TO ARCHIVE SOCIAL MEDIA ACCOUNTS, UTILIZING THE TOWN OF DAVIE AGREEMENT NO. AS-18-33; AUTHORIZING THE TOWN MANAGER TO EXECUTE

THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Ex1 ArchiveSocial Piggyback Agreement Signed by AS.pdf

Ex2 ArchiveSocial Resolution 2019-09.pdf

17.c Resolution 2019-10 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT CONTRACT WITH LIMOUSINES OF SOUTH FLORIDA, INC. ("LSF") TO PROVIDE TRANSPORTATION SERVICES TO THE TOWN, UTILIZING THE CITY OF LAUDERDALE LAKES AGREEMENT NO. 19-3410-04R; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Ex1 Reso 2019-10.docx

Ex A to Reso 2019-10.docx

17.d Resolution 2019-11 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COMMUNITY BUS SERVICE THAT PROVIDES FOR ROUTE ADJUSTMENTS TO EXISTING BUS SERVICE WITHIN THE TOWN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Ex1 Reso 2019-11.docx

Ex 2 LBTS Scope of Work from BCT.pdf

Ex 3 BCT ILA.pdf

Ex 4 Final Routes and Turn By Turn.pdf

18. QUASI JUDICIAL PUBLIC HEARINGS

18.a Request for Site Plan (2019-SP-01) approval to develop an eight (8) dwelling unit multi-family residential building at 4433 Poinciana Street.

Agenda Memo.docx

Ex 1 2019-SP-01 Application and Plans.pdf

Ex 2 2019-SP-01 Bonnan Staff Report 3F3238202.docx

Ex 3 2019-SP-01 P&Z minutes 4-18-19.docx

Ex 4 2019-SP-01 Bonnan Site Plan Development Order 3F52569.docx

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 INSURE 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.

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:
AMR March Report

Explanation:
AMR March 2019 Report

Recommendation:
Approve/Accept

Attachments:
AMR LBTS 2 Times 3-19.pdf

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
3/24/2019	4500 Blk N Ocean Dr	04:54:26	04:54:26	04:54:32	00:00:06
3/6/2019	5200 Blk N Ocean Blvd	09:20:23	09:20:30	09:20:33	00:00:10
3/23/2019	4500 Blk Bougainvilla Dr	03:48:34	03:48:48	03:48:52	00:00:18
3/2/2019	4500 Blk N Ocean Dr	03:05:00	03:05:34	03:05:42	00:00:42
3/19/2019	4300 Blk Seagrape Dr	11:33:48	11:33:55	11:34:32	00:00:44
3/27/2019	4500 Blk El Mar Dr	15:56:34	15:57:17	15:57:18	00:00:44
3/2/2019	4500 Blk Bougainvilla Dr	09:44:55	09:45:01	09:45:57	00:01:02
3/6/2019	4500 Blk N Ocean Dr	00:44:23	00:45:25	00:45:25	00:01:02
3/17/2019	4500 Blk Bougainvilla Dr	08:11:01	08:11:06	08:12:16	00:01:15
3/23/2019	4500 Blk Bougainvilla Dr	18:35:11	18:36:27	18:36:29	00:01:18
3/26/2019	4400 Blk El Mar Dr	14:25:45	14:25:49	14:27:04	00:01:19
3/2/2019	4100 Blk Bougainvilla Dr	06:15:30	06:15:32	06:16:52	00:01:22
3/8/2019	El Mar Dr/Commercial Blvd	21:24:28	21:24:39	21:25:50	00:01:22
3/14/2019	100 Blk Commercial Blvd	13:27:48	13:27:54	13:29:16	00:01:28
3/28/2019	4600 Blk El Mar Dr	00:11:21	00:12:49	00:12:51	00:01:30
3/29/2019	4600 Blk El Mar Dr	10:58:13	10:58:22	10:59:49	00:01:36
3/15/2019	200 Blk Commercial Blvd	09:04:54	09:05:06	09:06:34	00:01:40
3/10/2019	4600 Blk Bougainvilla Dr	09:38:58	09:39:07	09:40:44	00:01:46
3/15/2019	4300 Blk N Ocean Blvd	22:44:22	22:45:14	22:46:08	00:01:46
3/15/2019	4500 Blk Bougainvilla Dr	07:21:56	07:23:34	07:23:43	00:01:47
3/30/2019	4400 Blk N Ocean Dr	11:07:51	11:09:33	11:09:39	00:01:48
3/28/2019	4400 Blk N Ocean Dr	13:38:43	13:38:58	13:40:33	00:01:50
3/15/2019	4400 Blk El Mar Dr	23:50:20	23:52:04	23:52:14	00:01:54
3/21/2019	200 Blk Washingtonia Ave	13:52:15	13:52:19	13:54:14	00:01:59
3/30/2019	100 Blk Commercial Blvd	13:01:37	13:01:41	13:03:36	00:01:59
3/27/2019	1900 Blk S Ocean Blvd	08:41:32	08:41:39	08:43:34	00:02:02
3/23/2019	4500 Blk Bougainvilla Dr	11:25:41	11:25:45	11:27:44	00:02:03
3/27/2019	1800 Blk S Ocean Blvd	21:00:56	21:01:00	21:03:02	00:02:06
3/12/2019	4400 Blk N Ocean Dr	19:00:53	19:02:58	19:03:00	00:02:07
3/21/2019	4300 Blk El Mar Dr	17:40:40	17:41:42	17:42:47	00:02:07
3/19/2019	4300 Blk Seagrape Dr	12:53:18	12:53:28	12:55:26	00:02:08
3/16/2019	4100 Blk El Mar Dr	09:31:01	09:31:07	09:33:21	00:02:20
3/20/2019	4900 Blk N Ocean Blvd	17:36:51	17:38:38	17:39:12	00:02:21
3/18/2019	1600 Blk S Ocean Blvd	09:40:34	09:41:11	09:42:58	00:02:24
3/15/2019	Commercial Blvd/Poinciana	06:29:48	06:29:48	06:32:15	00:02:27
3/15/2019	1800 Blk S Ocean Blvd	17:25:52	17:26:38	17:28:21	00:02:29
3/11/2019	5000 Blk N Ocean Blvd	17:42:44	17:43:03	17:45:13	00:02:29
3/19/2019	4600 Blk Bougainvilla Dr	11:41:00	11:43:28	11:43:30	00:02:30
3/6/2019	1900 Blk S Ocean Blvd	04:26:07	04:27:38	04:28:39	00:02:32
3/13/2019	4600 Blk N Ocean Dr	00:20:46	00:21:46	00:23:18	00:02:32
3/1/2019	4900 Blk N Ocean Blvd	13:38:22	13:38:58	13:40:54	00:02:32
3/2/2019	4500 Blk N Ocean Dr	04:00:24	04:01:46	04:02:59	00:02:35
3/1/2019	100 Blk Commercial Blvd	22:30:58	22:31:20	22:33:34	00:02:36
3/2/2019	100 Blk Commercial Blvd	22:26:33	22:26:49	22:29:10	00:02:37
3/5/2019	6000 Blk N Ocean Blvd	17:14:31	17:15:08	17:17:10	00:02:39
3/27/2019	4300 Blk Bougainvilla Dr	11:43:39	11:43:41	11:46:18	00:02:39
3/26/2019	5000 Blk N Ocean Blvd	07:47:39	07:47:57	07:50:27	00:02:48
3/2/2019	1800 Blk S Ocean Blvd	16:11:52	16:12:21	16:14:42	00:02:50
3/9/2019	4900 Blk N Ocean Blvd	15:09:20	15:11:42	15:12:11	00:02:51

3/12/2019	4200 Blk Seagrape Dr	10:06:09	10:06:48	10:09:01	00:02:52
3/17/2019	5200 Blk N Ocean Blvd	18:09:23	18:12:13	18:12:15	00:02:52
3/16/2019	4600 Blk N Ocean Dr	17:03:52	17:04:51	17:06:45	00:02:53
3/12/2019	4600 Blk El Mar Dr	23:41:42	23:42:44	23:44:37	00:02:55
3/15/2019	4500 Blk W Tradewinds	21:44:20	21:45:19	21:47:18	00:02:58
3/30/2019	4300 Blk E Tradewinds Ave	10:21:11	10:22:03	10:24:10	00:02:59
3/1/2019	1700 Blk S Ocean Blvd	17:11:44	17:11:55	17:14:44	00:03:00
3/11/2019	4500 Blk Poinciana St	14:57:24	14:59:58	15:00:24	00:03:00
3/30/2019	4300 Blk N Ocean Dr	21:35:35	21:35:39	21:38:36	00:03:01
3/2/2019	106 Blk Commercial Blvd	21:01:53	21:02:23	21:04:55	00:03:02
3/15/2019	6000 Blk N Ocean Blvd	18:38:30	18:39:42	18:41:33	00:03:03
3/6/2019	4200 Blk Bougainvilla Dr	00:14:15	00:14:26	00:17:20	00:03:05
3/17/2019	4400 Blk N Ocean Dr	13:22:39	13:23:12	13:25:45	00:03:06
3/30/2019	4400 Blk El Mar Dr	10:58:50	10:58:54	11:01:57	00:03:07
3/29/2019	Commercial Blvd/N Ocean	19:23:13	19:23:49	19:26:20	00:03:07
3/17/2019	4500 Blk El Mar Dr	16:32:41	16:32:55	16:35:49	00:03:08
3/24/2019	100 Blk Commercial Blvd	14:57:39	14:58:20	15:00:47	00:03:08
3/13/2019	1700 Blk S Ocean Blvd	22:31:23	22:31:35	22:34:32	00:03:09
3/20/2019	5100 Blk N Ocean Blvd	20:48:33	20:50:24	20:51:43	00:03:10
3/2/2019	4300 Blk Bougainvilla Dr	13:30:26	13:30:38	13:33:38	00:03:12
3/23/2019	5100 Blk N Ocean Blvd	13:31:23	13:33:36	13:34:38	00:03:15
3/29/2019	4300 Blk N Ocean Dr	13:22:00	13:23:11	13:25:18	00:03:18
3/24/2019	100 Blk Commercial Blvd	00:49:10	00:49:33	00:52:29	00:03:19
3/4/2019	4000 Blk N Ocean Dr	15:01:25	15:04:47	15:04:49	00:03:24
3/13/2019	4600 Blk Poinciana St	15:23:20	15:24:58	15:26:48	00:03:28
3/6/2019	5100 Blk N Ocean Blvd	03:32:19	03:32:28	03:35:48	00:03:29
3/10/2019	4400 Blk Bougainvilla Dr	10:58:56	10:59:45	11:02:27	00:03:31
3/26/2019	4300 Blk N Ocean Blvd	19:44:04	19:45:52	19:47:35	00:03:31
3/31/2019	100 Blk Washingtonia Ave	19:19:16	19:19:23	19:22:47	00:03:31
3/1/2019	4100 Blk N Ocean Dr	01:32:34	01:33:07	01:36:08	00:03:34
3/30/2019	4300 Blk N Ocean Dr	20:15:00	20:17:40	20:18:34	00:03:34
3/25/2019	1800 Blk S Ocean Blvd	12:00:57	12:01:14	12:04:32	00:03:35
3/26/2019	100 Blk Commercial Blvd	13:10:40	13:11:06	13:14:16	00:03:36
3/16/2019	4600 Blk Poinciana St	01:59:20	02:01:01	02:02:59	00:03:39
3/29/2019	3200 Blk Oleander Way	12:09:10	12:09:34	12:12:52	00:03:42
3/10/2019	1600 Blk S Ocean Blvd	20:29:25	20:29:31	20:33:10	00:03:45
3/27/2019	Commercial Blvd/N Ocean	18:49:41	18:51:30	18:53:29	00:03:48
3/14/2019	5500 Blk N Ocean Blvd	12:33:39	12:35:18	12:37:34	00:03:55
3/27/2019	1400 Blk S Ocean Blvd	09:41:16	09:41:26	09:45:11	00:03:55
3/7/2019	1700 Blk S Ocean Blvd	23:47:32	23:48:05	23:51:29	00:03:57
3/22/2019	6000 Blk N Ocean Blvd	09:27:56	09:31:54	09:31:56	00:04:00
3/11/2019	1800 Blk S Ocean Blvd	13:33:09	13:33:33	13:37:11	00:04:02
3/12/2019	1800 Blk S Ocean Blvd	13:19:05	13:19:50	13:23:08	00:04:03
3/15/2019	2000 Blk S Ocean Blvd	05:41:58	05:42:43	05:46:02	00:04:04
3/25/2019	1400 Blk S Ocean Blvd	13:09:04	13:09:17	13:13:09	00:04:05
3/3/2019	4400 Blk El Mar Dr	01:00:44	01:01:46	01:04:51	00:04:07
3/23/2019	200 Blk Capri Ave	10:56:23	10:56:36	11:00:35	00:04:12
3/14/2019	1400 Blk S Ocean Blvd	19:15:40	19:19:53	19:19:56	00:04:16
3/12/2019	200 Blk S Tradewinds Ave	16:42:35	16:43:26	16:46:52	00:04:17
3/10/2019	1500 Blk S Ocean Blvd	14:14:43	14:15:05	14:19:02	00:04:19

3/14/2019	4200 Blk Seagrape Dr	03:14:37	03:14:55	03:18:59	00:04:22
3/17/2019	N Ocean Dr/Palm Ave	22:42:59	22:44:11	22:47:21	00:04:22
3/29/2019	4100 Blk Bougainvilla	20:21:27	20:21:38	20:25:54	00:04:27
3/10/2019	3900 Blk N Ocean Dr	16:30:17	16:30:28	16:34:49	00:04:32
3/16/2019	4600 Blk N Ocean Dr	06:22:07	06:24:39	06:26:41	00:04:34
3/12/2019	1500 Blk S Ocean Blvd	05:10:12	05:14:46	05:14:47	00:04:35
3/25/2019	4300 Blk E Tradewinds Ave	14:39:33	14:40:38	14:44:14	00:04:41
3/11/2019	1900 Blk Oceanwalk Ln	08:28:49	08:28:57	08:33:36	00:04:47
3/24/2019	1800 Blk S Ocean Blvd	20:23:20	20:24:56	20:28:12	00:04:52
3/3/2019	4300 Blk N Ocean Dr	20:30:01	20:31:48	20:34:56	00:04:55
3/12/2019	4200 Blk Seagrape Dr	04:26:03	04:27:54	04:31:19	00:05:16
3/21/2019	1900 Blk S Ocean Blvd	19:33:05	19:35:24	19:38:24	00:05:19
3/1/2019	100 Blk E Commercial Blvd	19:23:44	19:25:21	19:29:23	00:05:39
3/22/2019	4300 Blk E Tradewinds Ave	06:03:14	06:05:51	06:09:47	00:06:33
	6 MIN OR LESS = 99%			**AVERAGE =**	**00:02:57**

Agenda Item No: 8.a

Town Commission Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Kathie Magoles

Submitting Department: Administration

Item Type: Consent

Agenda Section: TOWN MANAGER REPORT

Subject Title:
The Chamber of Commerce has submitted the 2019 first quarter report for the management of the Visitor Center

Explanation:
The Chamber of Commerce has submitted the 2019 first quarter report for the management of the Visitor Center

Recommendation:
Approve/Accept

Attachments:
1st Qtr Welcome Center Reports.pdf

LBTS Welcome Center
Profit & Loss Statement
Periods: March

	January	February	March	2019
Income				
Town LBTS Contribution	$ -	$ -	$ -	$ -
CVB Funds	$ -	$ -	$ -	$ -
TOTAL INCOME	**$ -**	**$ -**	**$ -**	**$ -**
Expense				
Office Supplies & Expense	$ -	$ 205.73	$ 211.34	$ 417.07
Welcome Center Bags	$ -	$ -	$ -	$ -
Gross Visitor Center Wages	$ 3,741.41	$ 3,778.24	$ 5,352.15	$ 12,871.80
Office Maintenance	$ -	$ -	$ 54.79	$ 54.79
Postage	$ 31.95	$ 272.85	$ 100.00	$ 404.80
Printing	$ -	$ -	$ -	$ -
Telephone Expense	$ 310.36	$ 311.38	$ 301.57	$ 923.31
Computer Maintenance	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 4,083.72**	**$ 4,568.20**	**$ 6,019.85**	**$ 14,671.77**
NET INCOME	**($4,083.72)**	**($4,568.20)**	**($6,019.85)**	**($14,671.77)**

LBTS Welcome Center
Wages Report
Periods: **March**

	January	February	March	2019
Gross Visitor Center Wages	$ 3,741.41	$ 3,778.24	$ 5,352.15	12,871.80
TOTAL GROSS WAGES	$ 3,741.41	$ 3,778.24	$ 5,352.15	$ 12,871.80

	January	February	March	2019
TOTAL HOURS FOR MONTH	200	192	198	590

LBTS Welcome Center

Activity Report
Periods: March

LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

DATE	MONTH	CATEGORY	2019	2018	2017	# CHANGE
03/31/2019	March	Car Rental Inquiries	27	14	99	13
03/31/2019	March	Diving Inquires	95	14	20	81
03/31/2019	March	Hotel Accommodation Inquiries	1,929	1,412	1,897	517
03/31/2019	March	Website Active Users of LBTS.com	2,509	2,752	3,305	-243
03/31/2019	March	Visitor Guides Mailed	35	40	20	-5
03/31/2019	March	Walk-In Visitors	1143	1,338	920	-195

LBTS Welcome Center

Activity Report Summary
Periods: January - March

LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE

	Category	2019	2018	Change
Year to Date	Car Rental Inquiries	50	89	-39
	Diving Inquires	209	92	117
	Hotel Accommodation Inquiries	6,059	5,361	698
	Website Active Users of LBTS.com	7,691	8,494	-803
	Visitor Guides Mailed	138	127	11
	Walk-In Visitors	3,245	3,797	-552

Hours of Operation
January 2019

LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open			9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close			5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours				8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM		
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM		
Total Hours		8.00	8.00	8.00	8.00		

January 2019

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	32	32	40	40	32	24
Daily Average	0	8	8	8	8	8	6

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	30	46	46	46	32
Days in Week	4	6	6	6	4

Monthly Statistics		
Total Hours of Operation	200	
Total Days of Operating	26	
Total Days Closed	1	New Years Day

Hours of Operation
February 2019

LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open						9:00 AM	10:00 AM
Close						5:00 PM	4:00 PM
Total Hours						8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM		
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM		
Total Hours		8.00	8.00	8.00	8.00		

February 2019

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	32	32	32	40	32	24
Daily Average	0	8	8	8	8	8	6

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	14	46	46	46	32
Days in Week	2	6	6	6	4

Monthly Statistics	
Total Hours of Operation During Month	192
Total Days of Operating During Month	24

Hours of Operation
March 2019

LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open						9:00 AM	10:00 AM
Close						5:00 PM	4:00 PM
Total Hours						8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00
Open		9:00 AM	9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM
Close		5:00 PM	5:00 PM	5:00 PM	5:00 PM	5:00 PM	4:00 PM
Total Hours		8.00	8.00	8.00	8.00	8.00	6.00

March 2019

Daily Statistics	SUNDAYS	MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS	SATURDAYS
Daily Total	0	32	32	32	32	40	30
Daily Average	0	8	8	8	8	8	6

Weekly Statistics	Week 1	Week 2	Week 3	Week 4	Week 5
Weekly Total Hours	14	46	46	46	46
Days in Week	2	6	6	6	6

Monthly Statistics	
Total Hours of Operation During Month	198
Total Days of Operating During Month	26
Total Days Closed	0

Agenda Item No: 8.b

Town Commission Agenda Item Report

Meeting Date: April 23, 2019
Submitted by: Bill Vance
Submitting Department: Administration
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title:
Town Manager Report

Explanation:

- Downtown Noise Issues and Sidewalk Café Improvements have been prioritized for discussion during recent past informal meetings between multiple prominent LBTS Downtown property owners and your new Town Manager. Options to reduce the negative noise impacts of competing musical entertainers (downtown) by re-directing amplified music back into LBTS bar and restaurant establishments (as opposed to it being directed out onto Commercial Blvd. and Ocean Drive sidewalk areas) have been identified.

- Closer coordination between Town Officials, Town Staff and Chamber Officials continues.

- Town Staff's Terra Mar Stormwater Improvements Coordination Meeting set to take place Wednesday, April 24th with Broward County Stormwater Permitting Officials updates coming thereafter to Mayor/Commission and Terra Mar HOA representatives & residents.

- LBTS Public Services Director chaired 1st LBTS Hurricane response preparation meeting April 10. Representatives from LBTS debris management contractors Crowder Gulf, the LBTS-VFD, BSO, LBTS Development Services, LBTS Public Works, EMS providers AMR, and the LBTS Town Manager and Deputy Town Manager were in attendance to begin the coordination for our local 2019 hurricane response services. Regional debris staging areas are being identified prior to initiation of 2019 hurricane season.

- Initiation of Bougainvilla Drive Parking and Transportation Improvements now being coordinated as final construction and easement details are being completed.

- FPL's recent installation of new neighborhood LED streetlights has identified numerous situations where streetlight infrastructure needs to be readjusted to control more intense street-lighting situations where they previously did not exist. Such experiences can be reported to the LBTS Municipal Services 954-640-4232 for improvement.

- New P25 Radios – Building Codes require certain buildings to install public safety radio signal boosters. In general, these devices are referred to as "Bi-Directional Amplifiers" (or BDAs). The importance of these systems is outlined in the County's paper attached hereto.
Any new system installed after April 1, 2016 is already required to be adaptable to 700/8000 MHz p25. See attached. That is, it must be adaptable to the new radio system.

For buildings that had BDAs installed prior to the 4/1/16 Code change, they MUST upgrade their BDAs to be compatible with the new radio system – this is a LIFE SAFETY ISSUE. Any municipality with a Fire Department / Fire Life Safety Division / Building Department should be well aware of the requirement and the process for it.

If a municipality does not have an inventory of the buildings that have had BDA's installed prior to the code change, they must send out letters or find a manner in which to see if (a) buildings that required BDAs previously have ensured that the current BDA is 700/800-p25 compatible; and (b) if not, they building owners must be informed of the need to upgrade to one.

The VFD has been proactive in purchasing P-25 radios and the station alerting system in anticipation of the go-live 12/2019 date. The VFD purchased the radios in 2017 and the station alerting in 2018. The fire inspection division of the fire department has identified 29 properties that would fall under this code regarding BDA's. The 29 high rise properties were cited during their annual fire inspection conducted in the first 2 quarters of the fiscal year 2018/19. The subject properties are required to submit a plan by 12/31/2019 and be approved by the Fire Marshall. Failure to do so will go to Special Magistrate. We have received several plans so far.

Recommendation:
Approve/Accept

Attachments:

Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:
April 9, 2019 Town Commission Meeting Minutes

Explanation:

Recommendation:
Approve/Accept

Attachments:
040919 LBTS Commission minutes.pdf

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 9, 2019
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred "Buz" Oldaker, Town Manager Bill Vance, Former Town Manager Bud Bentley, Deputy Town Manager Tony Bryan, Town Attorney Susan L. Trevarthen, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d'Oliveira, Project Manager Kathie Margoles, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to excuse Commissioner Strauss's absence. Motion carried 4-0.

5. PRESENTATIONS

5.a) Pinwheels for Prevention Campaign "Child Abuse Prevention Month" Proclamation

Mayor Vincent read a Proclamation designating April 2019 as Child Abuse Prevention Month.

5.b) Text to 911

Captain Tom Palmer of the Broward Sheriff's Office (BSO) gave a brief presentation on Broward County's new Text to 911 system, which began on April 2, 2019. Residents are encouraged to call 911 if possible, but to text if they cannot call. Text is intended only for

use in situations where a telephone call cannot be made, such as domestic violence, active shooters, home invasions, and other emergencies. The program is also meant to assist individuals with hearing impairments.

Captain Palmer cautioned that when a text message is sent, it is not possible to triangulate the message and determine the location from which it is coming. In addition, calls may only be made to and from text-capable locations. Municipalities that have their own dispatch centers, such as Plantation and Coral Springs, do not have the capability for texts to 911.

Captain Palmer added that texts to 911 cannot use emojis or abbreviations and cannot send images. The text first goes through the cell phone carrier, then is routed to a text control center and forwarded to a 911-text-capable emergency center. The system requires a text back for the sender's address and any additional details that may assist emergency service providers. At present, only English may be used through the system. Misuse of the 911 system can result in criminal charges.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

7.a) VFD March 2019 Report

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 4-0.

7.b) BSO March 2019 Report

Commissioner Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 4-0.

8. TOWN MANAGER REPORT

8.a) Town Manager Report

Town Manager Bill Vance stated that he had submitted a written report, including a brief presentation of the Town's outreach to Broward County for increased support of the Visitors Center through the Tourism Development Council. The written report also includes a status update on the Town's Action Plan for 2019.

Mayor Vincent advised that the city of Pompano Beach has committed $250,000 toward the Palm Club sewer improvements. He recognized the efforts of Pompano Beach Mayor Rex Hardin toward this project.

Commissioner Oldaker spoke in favor of scheduling a workshop with the participation of Downtown businesses. Town Manager Vance replied that his intent was to establish a date with the input of the Mayor and Commissioners at tonight's meeting. It was determined that the workshop would be scheduled on Thursday, May 16, 2019 at 5:30 p.m.

Town Manager Vance provided an update on the Action Plan, stating that Commission fiscal policies remain intact, and Town representation on regional committees and organizations is ongoing. The Town continues operations that protect its beaches and reefs and is looking ahead to improve parking. Pelican Hopper shuttle upgrades and revised routes are expected in 2019, and the Town has incorporated traffic calming initiatives.

The Town Manager, Municipal Services Director, and Town Engineer will be seeking support from Broward County Stormwater Permitting personnel to plan improvements to the Terra Mar neighborhood, including stormwater drainage improvements and a reduction in ponding on certain streets, including East Terra Mar Drive.

Town Staff is working with FDOT to design proposed plans for the El Mar Drive project, which are expected to go out for bid in FY 2020. The design process will be open to public input. FDOT grants, Broward County transportation surtax funds, and local matching funds will be used toward this project. Staff is also initiating the coordination necessary to replace the Palm Club septic systems in FY 2021. Residents of the Palm Club will be part of this process.

Commissioner Oldaker complimented the update of the Town's website and the positive role this upgrade plays in branding the Town. He recommended that Staff reach out to Town businesses and residents for any feedback they could give regarding the updated site.

Commissioner Malkoon recommended that the Town's upcoming budget include a professional lighting plan for neighborhoods, citing issues with lighting and lampposts in some areas.

Special Projects Coordinator Debbie Hime provided a presentation on the pursuit of funds for the Visitors Center from the Tourism Development Council (TDC), which funds sunny.org and the Greater Fort Lauderdale Convention and Visitors Bureau (CVB). This request will go before the TDC on April 25, 2019. The Town is now requesting that they fund the entire Visitors Center, which would help them to be a more active partner in encouraging tourism in Broward County.

At present, the Town supports the Visitors Center at a level of $60,000/year, while the Chamber of Commerce and the TDC each provide $20,000/year. The Town proposes to increase the Visitors Center budget to $168,000/year annually, with a one-time expense of $30,000 to bring the interior up to standard. Should the funding request be granted, the only Town expense associated with the Visitors Center will be ownership of the building. It is likely, however, that the change would remove Town branding from the building.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

10.a) March 26, 2019 Town Commission Meeting Minutes

Commissioner Malkoon made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 4-0.

11. CONSENT AGENDA

11.a) Settlement and Release Agreement with Waste Pro

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to authorize the Town Manager to execute the attached Settlement and Release Agreement with Waste Pro. Motion carried 4-0.

12. OLD BUSINESS

12.a) El Mar Greenway Project

Former Town Manager Bud Bentley advised that Staff requests the Commission's concurrence to become Local Agency Program (LAP) certified. When the Town constructed the North A1A project, their LAP certification allowed them to hire the contractor and submit the project for reimbursement. Staff is also seeking Commission approval for the El Mar Greenway project to receive Town priority for Broward County transportation surtax funds. The Commissioners agreed to both proposals by unanimous consensus.

13. NEW BUSINESS

13.a) Broward League of Cities 2019-2020 Board of Directors Appointments

Current Broward League of Cities appointments are as follows:

- Director: Commissioner Oldaker
- First alternate: Commissioner Malkoon
- Second alternate: Commissioner Strauss

The Commissioners agreed by consensus to retain these appointments, with the understanding that should Commissioner Strauss not wish to serve as second alternate, Vice Mayor Sokolow would assume that role.

14. COMMISSIONER COMMENTS

Commissioner Oldaker complimented the Town's recently updated website.

Commissioner Malkoon advised that the Chamber of Commerce will host a fish fry on Friday, April 12, 2019 at the Plunge Hotel. Tickets may be purchased at the Visitors Center, online, or at the event.

Mayor Vincent stated that a "Talk of the Town" show is scheduled at Jarvis Hall on April 10, 2019, at 7 p.m.

Mayor Vincent acknowledged that he has received several comments from residents regarding issues with the Town's regulation of vacation rentals in the RM-25 zoning district west of Bougainvillea Drive. He pointed out that there is currently a bill under consideration by the Florida Legislature which would remove the possibility of home rule of vacation rentals from municipalities or counties. The Town is awaiting the outcome of

this proposed bill before taking any further action regarding vacation rental properties in this area.

Vice Mayor Sokolow extended his condolences to the family of resident Sam Yohanan, who recently passed away.

15. ORDINANCES 1ST READING

15.a) Ordinance 2019-01 – AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2019 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC. ("2019 RESTATED COLLECTION AGREEMENT"); AUTHORIZING AMENDMENTS INCLUDING COMMINGLED WASTE, NUMBER OF CARTS IN DUPLEXES, PENALTIES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE

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

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to adopt Ordinance 2019-01 on first reading. Motion carried 4-0.

15.b) Ordinance 2019-04 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 8, "FIRE PREVENTION AND PROTECTION," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO ADOPT THE FLORIDA FIRE PREVENTION CODE (NFPA 1) AND (NFPA 101) AS THE FIRE CODE FOR THE TOWN AND TO ESTABLISH FEES FOR FIRE INSPECTION AND REVIEW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, 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 Commissioner Malkoon, to approve and schedule a second reading for April 23, 2019. Motion carried 4-0.

16. ORDINANCES 2ND READING

16.a) Ordinance 2019-02 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I, "IN GENERAL" OF THE CODE OF ORDINANCES TO UPDATE REGULATIONS REGARDING CONSTRUCTION SITE OPERATION, MAINTENANCE AND ABANDONMENT, CONSTRUCTION OFFICE REQUIREMENTS, AND REQUIREMENTS FOR PORTABLE STORAGE UNITS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

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

Development Services Director Linda Connors recalled that since the March 12, 2019 meeting, Staff has recommended the following minor revisions to the proposed Ordinance:

- Allow for a 30-day time frame for the removal of temporary structures, including construction fences and trailers, when the property is considered to be abandoned
- Add language that describes a process for replacement of construction fences or trailers when construction resumes on the property

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve on second reading Motion carried 4-0.

17. RESOLUTIONS – PUBLIC COMMENTS

17.a) Resolution 2019-02 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDED AND RESTATED AGREEMENT BETWEEN THE TOWN AND BROWARD AMBULANCE D/B/A AMERICAN MEDICAL RESPONSE ("AMR") FOR PRE HOSPITAL EMERGENCY MEDICAL SERVICES ("EMS"); APPROVING THE FEE SCHEDULE FOR EMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

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

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve Resolution 2019-02, which lists the approved EMS fees and authorizes the Town Manager to execute the AMR amended and restated agreement with Broward

Ambulance D/B/A American Medical Response (AMR) together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney. Motion carried 4-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Items. Individuals wishing to speak on the Items were sworn in at this time.

18.a) Request for a Variance for 4341 Bougainvillea Drive

Development Services Director Connors explained that this request is to replace existing chain link fencing with an aluminum fence and retractable gate, which would be constructed 6 in. from the property line. Town Code requires that no fences shall be constructed within 25 ft. of the property line. The original chain link fence has been on the property since before the Applicant purchased it, and is in a degraded condition.

The Applicant is making improvements to the property, including landscaping and backout parking. Staff made the recommendation to replace the fence and gate. The gate is required due to a tendency for beachgoers to park in the business lot.

The Board of Adjustment unanimously recommended approval of the Application. Staff sent notices to the public regarding the hearing, but did not receive any objections to the request. The Application meets all variance criteria. Staff has requested that the Applicant meet the following conditions:

- Gate must remain open during regular business hours to prevent stacking on Bougainvillea Drive and may be closed only when the business is closed
- Chain link fencing is replaced with a picket-style fence so there is no visual impediment for neighbors backing out onto Bougainvillea Drive

Commissioner Oldaker commented that the parking lot's proximity to Commercial Boulevard can create a temptation for beachgoers to park there during peak season. He agreed that the Applicant should be able to close the gate during non-business hours.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve the variance request. Motion carried 4-0.

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

18.a) Request for a Variance for 4433 Bougainvillea Drive (Community Church of Lauderdale-By-The-Sea)

Development Services Director Connors stated that this is a request related to an upcoming Town construction project, which will make alterations to parking configurations on Bougainvillea and Poinciana Drives. The Town hopes to alter a turn from Bougainvillea Drive onto Poinciana Drive to access Commercial Boulevard. To this end, the Town is interested in purchasing roughly 300 sq. ft. from the Community Church of Lauderdale-By-The-Sea.

If the Town makes this purchase, the church's sign, which is located approximately 10 ft. from their property line, would then be located 6 ft. from the property line, which does not meet current Code standards. Staff recommends a variance to allow the church to replace the sign in the event the Town purchases the property, and to replace the sign in the future.

It was noted that the Town filed the variance application on behalf of the church. Staff received one question from the public prior to the meeting, which led to the consideration of a potential condition: although the variance assumes the roadway project will result in a certain size and demand of property, it may be that less property is required and a smaller variance could be necessary. Town Attorney Susan Trevarthen suggested that language could be included in the condition of approval that would show the intent is to grant the variance only to the extent that is needed. The Commissioners agreed by consensus to accept the proposed condition.

It was noted that no representative of the Community Church was present at the meeting. At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Vice Mayor Sokolow made a motion, seconded by Commissioner Malkoon, to approve, including the amended condition. Motion carried 4-0.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:31 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Agenda Item No: 11.a

Town Commission Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

2019 Amendments to the Interlocal Agreements between Broward County and the Town of Lauderdale-By-The-Sea Providing for Division and Distribution of the Proceeds of:

1) Additional Three-Cent Local Gas Option Tax on Motor Fuel Ordinance, and
2) Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit

Explanation:

As explained in the attached letter dated April 10, 2019 (Exhibit 1), annual amendments to the Broward County interlocal gas tax agreements are required in order to adjust each City's percentage share based on updated population figures. For the 2017-18 Fiscal Year, the Town received $112,174 of gas tax revenue.

According to the most recent population estimates, published by the University of Florida, the Town's population increased from 6,175 to 6,199 and the Town's pro-rata share of fuel tax revenues decreased by 0.89% relative to last year. Actual receipts, however, will be affected by fuel prices and consumption.

The proposed gas tax agreements are attached (Exhibits 2 and 3).

Recommendation:

Approve the amendments as submitted

Attachments:

Exhibit 1 - Letter dated April 11, 2019.pdf

Exhibit 2 - GASTAX3_2019 Amendment ex 1.final.doc

Exhibit 3 - GASTAX5_2019 Amendment ex 2.final.doc

Office of Management and Budget
115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 10, 2019
Dear Municipality:

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2019. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2024 and 2031. As a reminder, the "Original" Six Cents Local Option Gas Tax was renewed last year for a period of 30 years from FY19-FY48. The updated BEBR population figures and the share of proceeds for FY20 are attached for your information.

Summary of Amendments

The two interlocal agreements and amendments are described below:

- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2018 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2019. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact SunJin Zanker from the County's Office of Management and Budget at 954-357-6361.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution** to:

Thomas Hutka, Director
Broward County Public Works Department
Attention: Highway and Bridge Maintenance Division
1600 N.W. 30th Ave. (Blount Road)
Pompano Beach, FL 33069
Ph. (954) 357-6040

Sincerely, Norman Foster
Norman Foster, Director
Office of Management and Budget

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

"Original" Six Cents Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 2 of FY19 - FY48 per the Interlocal Agreement

Recipient	FY20 Percent Share of Proceeds
Coconut Creek	1.162011%
Cooper City	0.675291%
Coral Springs	2.564396%
Dania Beach	0.632450%
Davie	2.054811%
Deerfield Beach	1.564903%
Fort Lauderdale	3.641284%
Hallandale Beach	0.777821%
Hillsboro Beach	0.038200%
Hollywood	2.968124%
Lauderdale-by-the-Sea	0.123463%
Lauderdale Lakes	0.726456%
Lauderhill	1.429033%
Lazy Lake	0.000515%
Lighthouse Point	0.210319%
Margate	1.161713%
Miramar	2.730699%
North Lauderdale	0.893078%
Oakland Park	0.901742%
Parkland	0.652108%
Pembroke Park	0.127147%
Pembroke Pines	3.293242%
Plantation	1.784424%
Pompano Beach	2.198210%
Sea Ranch Lakes	0.013842%
Southwest Ranches	0.153477%
Sunrise	1.845527%
Tamarac	1.287864%
Weston	1.333851%
West Park	0.298450%
Wilton Manors	0.255549%
Total Incorporated	**37.500000%**

Recipient	BEBR Population 4/1/18
Coconut Creek	58,344
Cooper City	33,906
Coral Springs	128,757
Dania Beach	31,755
Davie	103,171
Deerfield Beach	78,573
Fort Lauderdale	182,827
Hallandale Beach	39,054
Hillsboro Beach	1,918
Hollywood	149,028
Lauderdale-by-the-Sea	6,199
Lauderdale Lakes	36,475
Lauderhill	71,751
Lazy Lake	26
Lighthouse Point	10,560
Margate	58,329
Miramar	137,107
North Lauderdale	44,841
Oakland Park	45,276
Parkland	32,742
Pembroke Park	6,384
Pembroke Pines	165,352
Plantation	89,595
Pompano Beach	110,371
Sea Ranch Lakes	695
Southwest Ranches	7,706
Sunrise	92,663
Tamarac	64,663
Weston	66,972
West Park	14,985
Wilton Manors	12,831
Total Incorporated	**1,882,856**
Unincorporated Area	**15,120**
Total County	**1,897,976**

EXHIBIT 1

2019 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

This 2019 Amendment to Interlocal Agreement (the "2019 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent ($.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County.

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida.

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

> 2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent local option fuel tax shall be divided among and distributed to the

Municipalities within the County as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY20 Percent Share of Proceeds
Coconut Creek	1.588702%
Cooper City	0.923257%
Coral Springs	3.506042%
Dania Beach	0.864686%
Davie	2.809337%
Deerfield Beach	2.139536%
Fort Lauderdale	4.978363%
Hallandale Beach	1.063437%
Hillsboro Beach	0.052227%
Hollywood	4.058019%
Lauderdale-by-the-Sea	0.168798%
Lauderdale Lakes	0.993211%
Lauderhill	1.953773%
Lazy Lake	0.000708%
Lighthouse Point	0.287548%
Margate	1.588293%
Miramar	3.733411%
North Lauderdale	1.221016%
Oakland Park	1.232861%
Parkland	0.891562%
Pembroke Park	0.173836%
Pembroke Pines	4.502520%
Plantation	2.439664%
Pompano Beach	3.005392%
Sea Ranch Lakes	0.018925%
Southwest Ranches	0.209834%
Sunrise	2.523205%
Tamarac	1.760768%
Weston	1.823642%
West Park	0.408040%
Wilton Manors	0.349387%
Total Incorporated	**51.270000%**

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby

amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the population figures are as follows:

Recipient	**BEBR Population 4/1/18**
Coconut Creek	58,344
Cooper City	33,906
Coral Springs	128,757
Dania Beach	31,755
Davie	103,171
Deerfield Beach	78,573
Fort Lauderdale	182,827
Hallandale Beach	39,054
Hillsboro Beach	1,918
Hollywood	149,028
Lauderdale-by-the-Sea	6,199
Lauderdale Lakes	36,475
Lauderhill	71,751
Lazy Lake	26
Lighthouse Point	10,560
Margate	58,329
Miramar	137,107
North Lauderdale	44,841
Oakland Park	45,276
Parkland	32,742
Pembroke Park	6,384
Pembroke Pines	165,352
Plantation	89,595
Pompano Beach	110,371
Sea Ranch Lakes	695
Southwest Ranches	7,706
Sunrise	92,663

Recipient	BEBR Population 4/1/18
Tamarac	64,663
Weston	66,972
West Park	14,985
Wilton Manors	12,831
Total Incorporated	**1,882,856**
Unincorporated Area	**15,120**
Total County	**1,897,976**

3. This 2019 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2019 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2019 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2019 Amendment shall control.

6. This 2019 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2019 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 9th, 2019, and each Municipality, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Broward County, by and through
its County Administrator

By_____
Bertha Henry
County Administrator

_____ day of _____, 20___

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____
Angela J. Wallace (Date)
Deputy County Attorney

2019 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

_____

_____

ATTEST:

_____
Tedra Allen, Town Clerk

(CORPORATE SEAL)

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Chris Vincent, Mayor-Commissioner

____ day of _____, 2019.

By _____
William Vance, Town Manager

____ day of _____, 2019.

APPROVED AS TO FORM:

By _____
Susan Trevarthen, Town Attorney

EXHIBIT 2

2019 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

This 2019 Amendment to Interlocal Agreement (the "2019 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County.

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida.

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

> 2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County, from which amount the County will retain forty-eight percent (48%) of the total proceeds and will distribute twenty-six percent (26%) of the total proceeds to the Municipalities

through Interlocal Agreements for Community Shuttle Services. The remaining twenty-six percent (26%) shall be distributed to the Municipalities as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 26.0000\%$$

Recipient	BEBR Population 4/1/18	FY20 Percent Share of Proceeds
Coconut Creek	58,344	0.805661%
Cooper City	33,906	0.468201%
Coral Springs	128,757	1.777981%
Dania Beach	31,755	0.438499%
Davie	103,171	1.424669%
Deerfield Beach	78,573	1.085000%
Fort Lauderdale	182,827	2.524623%
Hallandale Beach	39,054	0.539289%
Hillsboro Beach	1,918	0.026485%
Hollywood	149,028	2.057899%
Lauderdale-by-the-Sea	6,199	0.085601%
Lauderdale Lakes	36,475	0.503676%
Lauderhill	71,751	0.990796%
Lazy Lake	26	0.000360%
Lighthouse Point	10,560	0.145821%
Margate	58,329	0.805454%
Miramar	137,107	1.893284%
North Lauderdale	44,841	0.619201%
Oakland Park	45,276	0.625208%
Parkland	32,742	0.452128%
Pembroke Park	6,384	0.088155%
Pembroke Pines	165,352	2.283314%
Plantation	89,595	1.237200%
Pompano Beach	110,371	1.524092%
Sea Ranch Lakes	695	0.009597%
Southwest Ranches	7,706	0.106411%
Sunrise	92,663	1.279566%
Tamarac	64,663	0.892919%
Weston	66,972	0.924804%
West Park	14,985	0.206925%
Wilton Manors	12,831	0.177181%
Total Incorporated	**1,882,856**	**26.000000%**

Recipient	BEBR Population 4/1/18	FY20 Percent Share of Proceeds
Unincorporated Area	**15,120**	
Total County	**1,897,976**	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2019 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2019 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2019 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2019 Amendment shall control.

5. This 2019 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2019 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 9th, 2019, and each Municipality, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Broward County, by and through
its County Administrator

By_____
Bertha Henry
County Administrator

_____ day of _____, 20___

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____
Angela J. Wallace (Date)
Deputy County Attorney

2019 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

_____

_____

ATTEST:

_____
Tedra Allen, Town Clerk

(CORPORATE SEAL)

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Chris Vincent, Mayor-Commissioner

____ day of _____, 2019.

By _____
William Vance, Town Manager

____ day of _____, 2019.

APPROVED AS TO FORM:

By _____
Susan Trevarthen, Town Attorney

Town Commission Agenda Item Report

Meeting Date: April 23, 2019
Submitted by: Judson Hopping
Submitting Department: Public Safety
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
Special Event Application - 2019 4th of July Celebration

Explanation:
The 2019, 4th of July Special Event is a cooperative effort of the Town of Lauderdale-By-The-Sea, the Lauderdale-By-The-Sea Volunteer Fire Department, local businesses and individuals who provide financial support, and many volunteers. The chairperson of the 4th of July Committee is once again Commissioner Buz Oldaker. The 4th of July 2019, committee includes each of the departments involved in the event's development and we are working together to create a safe and fun celebration. The Special Event Application is attached (Exhibit 1).

The Town's fireworks display will once again be launched from the beach just east of 4546 El Mar Drive. Zambelli Fireworks will provide and deploy the fireworks at the budgeted cost of $20,000.

The most significant change this year is again the parade route, which will end at the intersection of El Mar Drive and Hibiscus Avenue.

Section 17-116, Town-sponsored and co-sponsored events, requires the following information to be provided to the Commission:

1. Benefit to Town: The 4th of July event is an annual event that benefits the business and residential community. The 4th of July events bring people to Town who support local businesses, including the hotels. The Town residents enjoy the hometown friendliness and family spirit like the parade, family events, and fireworks. It gives residents a chance to show their patriotic spirit, renew friendships, and make new acquaintances.

2. Projection of Net Revenues: The event will not make a profit.

3. Total Cost of Event, Lost Town Revenues, and Additional Expenses:

The following expenses except as noted otherwise are paid from department budgets.

A. As sponsor of the event, the Town pays for the fireworks ($20,000), any expense for the parade, expanded hours of the Pelican Hopper (will run from 8:25 a.m. to 10:00 p.m.), and family activities at El Prado Park. An additional $3,000 is paid to the VFD for event expenses, direction of the parade and Family Day in El Prado Park, and coordination of the safety aspects of the fireworks display. Total budgeted for the event is $41,000 with Municipal Services Department incurring about $1,500 in overtime expenses for set up assistance and trash disposal throughout the day and evening.
B. BSO is contracted to provide services for the parade and Family Day at no additional expense to Town. BSO incurs an additional expense for special detail deputies assigned to handle the crowd

and traffic control at the fireworks event. A total of (7) deputies and (1) sergeant will be utilized to cover a total of 35 hours on staggered shifts; projected expenditures for this special detail is $1,870. This figure may increase slightly depending on the number of BSO volunteers who assist throughout the day's events. Town reimburses BSO for this expense, and it is included in Town expenses. Fire Department incurs about $500 in miscellaneous expenses. BSO also submits the application to FDOT for the Commercial Bridge closure permit.

C. WastePro will donate about 19 portable toilets so that there are two each at Pine, Palm Washingtonia, Datura, six at El Prado Park, one at the fireworks firing site, and 4 additional at El Mar Plaza. They will also supply 1 dumpster located by VFD.

D. The members of the Volunteer Fire Department contribute about 500+ volunteer hours at no cost to the event.

Town Revenues:

E. Contributions from local businesses and individuals sometimes offset a small portion of the expenses incurred by the Town.

2019 Expenses: The Town has budgeted $41,000 (including fireworks) for the 2019, 4th of July.

The table below shows the finances for past 4th of July events:

July 4th	Total Cost	Donations	Town Direct Expense **(1)**		These expenses are included in column 2 – Total Cost.	
					Fireworks	Firing Location
2018	$34,382.49	$350.00	$34,032.49		$20,000	$0.00 (beach)
2017	$33,422.18	$950.00	$32,472.18		$20,000	$0.00 (beach)
2016	$29,068.00	$2,705.00	$26,363.00		$16,000	$ 0.00 (beach)
2015	$32,059.60	$2,100.00	$29,484.88		$20,000	$ 0.00 (beach)
2014	$26,166.44	$20,000.00	$6,166.44		$20,000	$ 0.00 (beach)
2013	$32,623.17	$10,104.00	$22,519.17		$20,000	$ 0.00 (beach)
2012	$22,188.57	$3,115.38	$19,073.19		$15,000	$ 0.00 (beach)
2011	$28,227.62	$2,045.00	$26,182.62		$15,000	$10,000 (pier)
2010	$35,393.02	$19,539.00	$15,854.00		$15,000	$12,000 (pier)
2009	$38,998.36	$13,982.00	$25,016.36		$15,000	$ 0.00 (beach)
2008	$72,724.26	$34,041.00	$38,683.26		$26,850	$20,000 (pier)
2007	$84,333.72	$34,398.00	$49,935.72		$34,000	$15,000 (pier)
2006	$94,924.39	$30,709.00	$64,215.39		$30,000	$23,787 (barge)

(1) Some of Municipal Services Department expenses in support of the event are paid from the Department's budget and are not reflected in the Town's contribution shown in this table

Recommendation:

Staff recommends approval of the Application and the Town's sponsorship of the event with the following conditions:

1. The Police Chief shall specify the number of additional detail officers needed for traffic and crowd control. BSO has recommended five detail deputies and an event supervisor to be staggered at the beginning and end of shifts. BSO shall coordinate the police detail to ensure that crowd control and event security is provided throughout the Anglin's Square area and the fireworks launch area. Scheduled hours for these deputies will be coordinated with the BSO District Chief.

2. The event site plan may be modified by the Town Manager to address public safety and traffic concerns as incorporated into the BSO Operational Plan for the Town-wide Independence Day Celebration event. Example of the 2018 deployment and staging timeline is attached.

3. The 4400-4600 blocks of Bougainvilla Drive will be closed on the morning of July 4th, from 8:30 a.m. to 11:30 a.m. for set up, staging, and a rolling street closure along the parade route.

4. El Mar Drive southbound lanes will be closed from 9:45 a.m. until approx. 11:30 a.m. for the parade.

5. VFD will authorize vendors to sell food and drink to be located at El Prado Park during Family Day.

6. All related permits will be secured no later than June 1, 2019.

7. VFD will provide a water slide in El Prado Park, which will be manned by VFD personnel.

8. Event signs will not interfere with vehicle line of sight and will be removed immediately following the event. Sponsor will put up and remove signs that include event parking hours and state “No Parking on Grass” “No Parking within 30 ft. of Stop Sign” along El Mar Drive, and “No Parking” signs along El Mar Drive in front of Oriana condos.

9. A 10’ x 10’ canopy will be set up at 4546 El Mar Drive to be used for the VFD fire watch crew for fireworks.

10. Vendors will park in resident and other spaces in front of El Prado Park from 9:00 a.m. until around 4:00 p.m.

11. Additional waste receptacles and recycle bins shall be placed throughout Town. The Municipal Services Department will empty receptacles during the event as needed.

12. Nineteen portable bathroom facilities will be placed at the following locations: Three (3) Regular and (1) ADA at El Mar Plaza, four (4) Regular and two (2) ADA in El Prado Park, one (1) Regular at 4546 El Mar Drive (Firewatch for Fireworks), and two (2) each (1 ADA, 1 Regular) at Washingtonia, Pine, Datura and Palm beach portals.

13. Fireworks provided by Zambelli Fireworks are specifically approved subject to all the conditions of their contract, which includes the Town receiving the required insurance and the Town, VFD, and FDG being named as additional insured.

14. VFD will install an emergency lane on the beach just east of the dunes from Friday, June 29th through Wednesday, July 4th.

15. Community Church may park vehicles on their property and on the adjoining right of way.

16. Valet parking will be allowed along El Mar Drive from the alleyways north of Commercial Blvd. to El Prado Park.

Attachments:
Ex 1 4th of July VFD Special Event Application MOT Artwork.pdf

Ex 2 Zambelli 2019 Spl Event Permit Approved Fire Marshal.pdf

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: Judson Hopping

Event Name: Independance Day Celebration

3-26-19 No fireworks

SPECIAL EVENT APPLICATION

LAUDERDALE BY·THE·SEA

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: Independence Day Celebration

Event Purpose, Description and Activities: Parade, Family Activites, Fireworks Display

New Event____ **or Returning Event** X **Previous Attendance**_____

Day(s) and Date(s) of Event: Thursday July 4th

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

Town wide Parade, El Prado Park, El Prado Parking lot, 4546 El mar (Beach Side)

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

Participants: _____ #Spectators 600 #Adult volunteers: 75

Please complete the following table:

Activity	Day	Time
Start of set-up: Beach lane	Monday July 4, 2019	9:00Am
Start time of the Event:	Thursday 7/4/2019	10:00Am
EVENT		
End time of the Event:	Thursday 7/4/19	9:30Pm
Start of Clean up:	Thursday 7/4/19	9:30 Pm
Clean-up completed by: (Site restored to original condition)	Friday 7/5/19	10:00Am

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization? X (YES) NO

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

Person submitting Application ("Responsible Party"):

Name: Judson Hopping

Mailing address: 4513 N. Ocean Blvd

Phone: 954-640-4250 Mobile phone: 954-868-7776

Email: Jhopping@LBTSFIRE.com Fax:

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

Name(s):

Mailing address:

Phone: Mobile phone:

Evening phone: Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner? (YES) NO

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

Name: Judson Hopping Company Name: LBTS FIRE

Business Address: Company Email: Jhopping@LBTSFIRE.com

Phone Office: Phone Mobile: 954-868-7776

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

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

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: 5

Canopies: ____

Stages: ____

Bleachers: ____ list size and max load:

UTILITIES

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

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

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

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

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

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

X Electrical power: El Prado Park For D.J. & slide

_____Water:

_____Gas, propane, BBQ grills, generators:

_____Fuel Storage:

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@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)

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: 19
(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
~~Parade~~ Parade Route 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: Town Services To Provide/Assistance

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 X organization?

Is the food free of charge_____ or for sale X

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 X	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: Sparky the Fire Dog Has been invited

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? YES NO

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? YES NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event? YES NO

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

Mechanical/Electrical:
Inflatable (bounce house etc.):
Manual (slides, trampolines):
Other:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released Agreed

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 JH

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 even 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 7:00Am and the area will be cleaned and open by 10:00pm
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 5:00 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 3/26/19		Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:		Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:		STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by JUDSON HOPPING who is personally known to me/provided _____ as identification and who did/did not take an oath.		SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: 7-12-20 Cheryl Decker Louvaris Notary Public, State of Florida		My Commission Expires: _____ _____ Notary Public, State of Florida

CHERYL DECKER LOUVARIS
Commission # GG 10901
My Commission Expires
July 12, 2020

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)

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) — Date: 3/26/19

Applicant's Printed Name and Title/Organization: Judson Hopping Fire Chief — Telephone Number: 954 690 4250

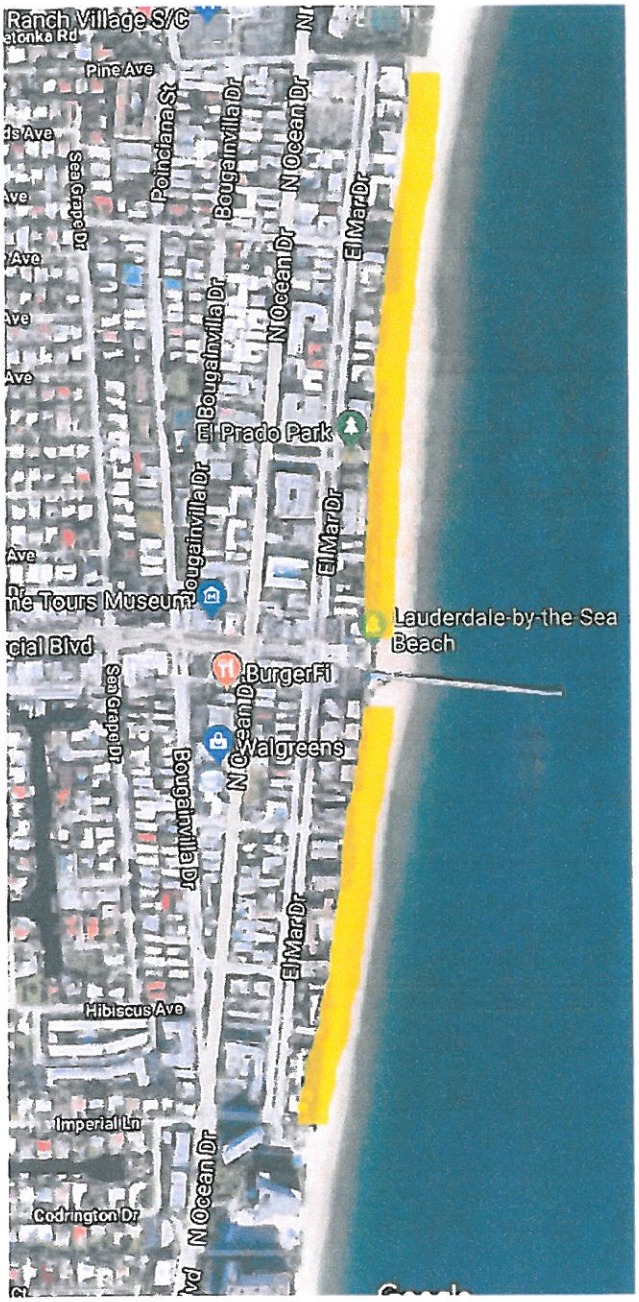
STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Notary Public, State of Florida
My Commission Expires:

CHERYL DECKER LOUVARIS
Commission # GG 10901
My Commission Expires
July 12, 2020

VFD Beach Emergency Lane will start at Pine Ave and end at Palm Ave



PINE AVE
WASHINGTONIA AVE
START
FIRE STATION
TOWN HALL
P
P
P
OCEAN DRIVE / A1A
EL MAR DRIVE
Family Fun Day in El Prado Park
BEACH
ATLANTIC OCEAN
COMMERCIAL BLVD
PIER
OCEAN DRIVE / A1A
DATURA AVE
BOUGAINVILLA DRIVE
VISITOR CENTER
HIBISCUS AVE
FINISH
BEACH
PALM AVE
PARADE ANNOUNCEMENTS AT EL PRADO PARK

C26220- OP ID: JD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
VFIS of Florida
1500 NW 11th Street
Boca Raton, FL 33486
Volunteer Fireman's Ins Svcs

CONTACT NAME: Joanne Dedrick
PHONE (A/C, No, Ext): 800-233-1957 FAX (A/C, No): 800-729-8347
E-MAIL ADDRESS: jdedrick@vfis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Alternative	19720
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lauderdale By The Sea
Volunteer Fire Department
4513 Ocean Boulevard
Lauderdale B/the Se, FL 33308

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			VFIS-TR-2059028	10/01/2018	10/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Prof Health Care						MED EXP (Any one person)	$ 5,000
	Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			VFIS-TR-2059028	10/01/2018	10/01/2019	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			VFIS-TR-2059028	10/01/2018	10/01/2019	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Water Slide
Location: El Prado Park - July 4, 2019
Town of Lauderdale-By-The-Sea is an additional insured for General Liability per form VGL101.

CERTIFICATE HOLDER

South Florida Bounce and Slide
6765 Calle Del Paz S.
Boca Raton, FL 33433

CANCELLATION

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

Joanne L. Dedrick

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

Lauderdale-By-The-Sea Volunteer Fire Department

April 17, 2019

Kacey Woods
Sales Support Specialist, SE Region
Zambelli Fireworks Mfg. Co.
1060 Molland Drive, Suite J
Boca Raton, FL 33437

Dear Ms. Woods,

After reviewing the packet submitted by Zambelli Fireworks, a careful review of all the documentation of the firework permit has been approved with the following exceptions.

1. According to your itinerary, from the start of setup on July 4th, 2019, there will be a fire watch performed by firefighters of the Lauderdale-By-The-Sea Volunteer Fire Department. This is to ensure your safety and the residents of Lauderdale-By-The-Sea.

2. At 7:30 p.m. on July 4th, a site inspection will be performed by the towns Fire Marshal. The Fire Marshal will be at the firing site from 7:30am until the event is done.

3. No pre-site setup is allowed on July 3rd.

4. Need to know the time on the 4th of July, when the shells or ordinance will arrive on site.

5. Need Driver's License with photo of all assistants, and copy of USCG letter.

6. At the end of the show, during the cleanup, all shell racks, trash, and boxes will be removed from the beach.

This letter serves as your 2019 permit for the firework show for the Town of Lauderdale-By-The-Sea.

If you have any questions, please feel free to contact me at (954) 732-9846 city cell, or (754) 423-2451 personal cell.

Sincerely,

Stephen A. Paine

Stephen A. Paine
Fire Marshal

Administration office: 4513 Ocean Boulevard
Fire Station: 4504 Bougainvilla Drive
Lauderdale-By-The-Sea, FL 33308

Tel: (954) 640-4250
Fax: (954) 640-4236
e-mail: contact@lbtsfire.com

Town Commission Agenda Item Report

Meeting Date: April 23, 2019
Submitted by: Debbie Hime
Submitting Department: Administration
Item Type:
Agenda Section: CONSENT

Subject Title: FY20-23 Broward County Transit Interlocal Agreement

Explanation: As Town's current Interlocal Agreement (**ILA)** with Broward County Transit (**BCT**) (**Exhibit 1**) expires September 30, 2019, BCT is preparing new ILA's for Community Shuttle Partners and has asked if we would like to address or modify any language.

BCT will be modifying the agreement(s) to include the penny surtax funding of the shuttle. We are recommending Commission request BCT include language in the ILA to reimburse the Town for the shuttle's ancillary expenses, such as: onboard and app trackers, in-town bus stop signs, route schedules, bus wrap/vector, new route marketing campaign dollars and staff time, of which we expect will not exceed $25k the first year.

The new language in the ILA would cover expenses such as tose currently in FY19 budget (except for bus used for special events):

29	349	COMMUNITY BUS	$148,935		$153,400		$172,676		$172,676
30		Pelican Hopper Contract $41.33 per hr for 3636 hours per year. (County pays LBTS $15 per hr = $54,540)				$150,276		$150,276	
31		Create independent app (not on Sun Trolley platform) $2000 + $30/month x 2 buses x 12 months TSO app hosting				$2,720		$2,720	
32		Bus Tracking App at $70 per month *2 buses				$1,680		$1,680	
33		New Bus Wrap				$6,000		$6,000	
34		New Route Signs				$3,800		$3,800	
35		Updated Route Information				$2,500		$2,500	
36		Bus Promotion Program				$4,500		$4,500	
37		Bus for 3 special events: 10 hrs @ 40 per hour				$1,200		$1,200	

The proposed language:

> County agrees to reimburse Town for other community shuttle related expenses to augment the awareness, access, and ridership of the community shuttle, especially related to BCT's existing Title VI and ADA compliance measures. These expenses include but are not limited to:
>
> 1. Development, implementation and maintenance of an administrative tracker and public mobile app, as well as automated phone service for riders to track both the primary bus and other buses used when the primary bus is being serviced;
> 2. Signage at each in-Town stop and other areas specified by the Town;

3. The annual Bus Promotion Program, which will be $4,500 in the first year of the ILA and $2,500 for the next three years with the budget for the following years to be mutually decided by the parties,
4. Printing of bus schedules as needed; and
5. Reimburse Town Staff hours to manage and monitor Town shuttle, Title VI and contractor.

The Commission will be deciding on the new route in a separate agenda memo this evening, which if approved, will go into service before the fall.

Recommendation: Request the BCT to modify the new ILA to include the Town's total expense to operate the shuttle.

Exhibits: 1. AG 2014-42 BCT ILA

File: T:\0 Agenda\4-23-19 Commission\Admin\BCT ILA\Cover page 4-23-19 BCT FY20-30 ILA.docx

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

for

COMMUNITY BUS SERVICE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

for

COMMUNITY BUS SERVICE

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "TOWN," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout TOWN; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner; and

WHEREAS, both COUNTY and TOWN agree that better public transportation for residents of TOWN and those persons traveling within or throughout TOWN is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of TOWN and those persons traveling within or throughout TOWN; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, TOWN has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

1.2 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.

1.3 **Board** - The Board of County Commissioners of Broward County, Florida.

1.4 **BCT** - The Broward County Transit Division.

1.5 **Community Bus Service** - The public transportation service, including Emergency Transportation Service, provided hereunder by TOWN through the use of its employees or by a third party that has entered into a contract with TOWN.

1.6 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.

1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.

1.9 **Emergency Transportation Service** – The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.10 **Revenue Service Hour** – The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.

1.11 **Vehicle(s)** - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "D."

ARTICLE 2

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY TOWN

2.1 ROUTES. Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.

2.2 USE OF CONTRACTOR. Community Bus Service may be performed by TOWN through the use of its employees or TOWN may enter into a contract with a third party to perform the services. In the event TOWN contracts with a third party, TOWN shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the TOWN in this Agreement.

2.3 ADA. TOWN shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. TOWN acknowledges and agrees that it shall not deviate or make changes to the Routes established in Exhibit "A," including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of Contract Administrator. TOWN further acknowledges and agrees that compensation under this Agreement is as set forth in Article 6, and COUNTY shall not compensate TOWN for any deviations or changes from the Routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator.

2.5 FARES. If TOWN determines a fare to be appropriate, TOWN may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, TOWN's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare TOWN shall:

(1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and

(2) TOWN shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and

(3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

2.6 PUBLIC HEARING REQUIREMENTS. TOWN, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

(1) Prior to the implementation or change in fares.
(2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
(3) Prior to establishing a new Community Bus Route.
(4) Prior to discontinuing any Community Bus Route in its entirety.

(5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

(1) A description of the contemplated service or fare change, as appropriate.
(2) The date, time, and accessible location of the hearing.
(3) The location and addressee to whom written comments may be sent.
(4) Criteria for requesting available accommodations and alternative formats.

2.6.1 In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. TOWN shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.2 TOWN shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(c)(1)(I) within seven (7) calendar days of the public hearing.

2.7 BUS STOPS. It shall be TOWN's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, TOWN shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by TOWN. TOWN shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and TOWN that TOWN's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this

Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. TOWN shall return any and all funds paid in advance to TOWN for services that were not performed prior to the date specified in the written notice of termination. TOWN shall return the funds within thirty (30) calendar days of receipt by TOWN of the notice of termination.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," TOWN, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require TOWN to authorize the use of Vehicle(s) leased to TOWN herein by any other TOWN that has an agreement with COUNTY for Community Bus Service. TOWN shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another TOWN as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.10 EMERGENCY RESPONSE PLAN: TOWN shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. TOWN shall allow any on-board surveys and/or inspections as may be requested by COUNTY.

2.12 PUBLIC TRANSIT PROVIDER. TOWN, as a contracted public transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code, as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

2.13.1 TOWN shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, TOWN shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). TOWN shall utilize every practicable safeguard so as to minimize the discharge of pollutants. TOWN shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.

2.13.2 TOWN shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.

2.13.3 TOWN shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

2.13.4 TOWN shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; TOWN shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.

2.13.5 TOWN shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. TOWN shall ensure that all vehicle operators meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide the training at no cost to the TOWN; however, TOWN shall be responsible for the

payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certification of Completion.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The TOWN must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the TOWN needs to have additional employees trained through the County's Operators Training program. The TOWN is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 TOWN shall at its sole cost and expense:

a. Provide base of operation for Vehicle(s), operators and Community Bus Service.

b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.

c. Comply with performance and safety standards required by Florida law and Chapter 14-90.

d. Hire, train, and supervise vehicle operators. The vehicle operators' mandatory training shall consist of on-site training as scheduled by Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.

e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every obligation and responsibility necessary to perform the Community Bus Services.

f. Carry out operational supervision.

g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at TOWN's sole expense.

h. Provide a means of communication between supervisors and operators.

i. Be available for and comply with COUNTY's monitoring and auditing programs.

j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that TOWN utilizes a third party to provide Community Bus Service, a representative

from the TOWN and a representative from the third party contractor shall attend the meetings.

k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.

l. Respond to Contract Administrator's requests for information in a timely manner.

m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."

n. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.

o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, TOWN shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.

2.14 SUSPENSION OF OPERATIONS: TOWN may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, TOWN shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

2.15 VEHICLE OPERATORS. TOWN shall obtain driving and criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. TOWN shall require its vehicle operators performing the services hereunder to notify TOWN within 24 hours of any conviction for any traffic violation (except parking). TOWN shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

2.15.1 TOWN shall not employ or retain any vehicle operators or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or

plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

a. No more than one (1) moving violation in the last three (3) years*.

b. An at-fault accident in the last three (3) years*.

c. A Failure to Appear or a Failure to Pay in the last three (3) years*.

d. A Reckless Driving in the last seven (7) years*.

e. A Driving Under the Influence (DUI) with the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.

f. A suspension within the last three (3) years*. One suspension for PIP permitted.

g. A Manslaughter resulting from the operation of a motor vehicle.

h. A Hit and Run or Hit and Run with Property Damage.

i. A Reckless Driving causing injury.

j. A DUI causing injury.

k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.2 TOWN shall provide current copies of the following records of all employees that operate the Vehicle(s) to the BCT Safety Manager, with a copy to Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

2.15.3 TOWN shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, TOWN shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. TOWN shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.

2.15.4 It shall be TOWN's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:

a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, TOWN shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.

b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.

c. Provide full utilization of Vehicle(s) to disabled passengers.

d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.

e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.

f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.

g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. TOWN while providing the Community Bus Services shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. TOWN agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, TOWN agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and

alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

TOWN agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

TOWN agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, TOWN shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. TOWN shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. TOWN shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."

2.19 ANNOUNCEMENTS. In the event that the Vehicle(s) is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

a. transfer points with other fixed-routes; and
b. other major intersections and destination points; and
c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 TOWN shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 TOWN shall comply with the provisions of 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). TOWN shall at all times, while providing the Community Bus Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. TOWN shall comply with the following:

a. TOWN, as a contracted public transit provider, shall comply with the all applicable requirements of Chapter 14-90.

b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service

c. Permit inspections, safety and security review by COUNTY and the state of Florida.

d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.

e. All accidents shall be reported immediately to the police.

f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.

h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.

i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.

k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

l. Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

m. The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.

n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

2.23 DRIVER TRAINING. COUNTY shall provide Florida Commercial Driver Licensed operators hired by TOWN or its sub-contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.

2.24 SCHEDULING AND ROUTING ASSISTANCE. All requests by TOWN for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by TOWN and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the TOWN upon TOWN's request.

2.25 TIMETABLES. COUNTY shall print and provide TOWN with bus route timetables to inform TOWN residents and passengers of the Community Bus Service.

ARTICLE 3

VEHICLES

3.1 LEASE. COUNTY shall lease to TOWN the wheelchair accessible, passenger Vehicle(s), as described on Exhibit "D" to be used in Community Bus Service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to TOWN for Ten Dollars ($10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by TOWN, TOWN at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by TOWN.

3.2 USE. Vehicle(s) shall be provided by the COUNTY to TOWN at least forty-eight (48) hours prior to the onset of the commencement of Community Bus Service and shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, TOWN shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. TOWN shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). TOWN shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.

3.3 REPLACEMENT. COUNTY reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of COUNTY. Any replacement of Vehicle(s) may be authorized by the Contract Administrator. In the event that a Vehicle(s) is replaced, Exhibit "D" shall be updated by the Contract Administrator. TOWN's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.4 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.5 SPARE VEHICLE(S). COUNTY, in its sole discretion, acting through it Contract Administrator may provide spare Vehicle(s) for use by the TOWN to perform Community Bus Service. In the event that spare Vehicle(s) are leased to the TOWN, Exhibit "D" shall be updated by the Contract Administrator to include the spare Vehicle(s). TOWN's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.6 INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the TOWN's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify TOWN as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by TOWN and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At COUNTY's request, TOWN shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

3.7 PRE-TRIP AND POST-TRIP INSPECTIONS. TOWN shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". TOWN shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. TOWN shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), TOWN shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.8 INSPECTION AND MAINTENANCE RECORDS. TOWN shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. TOWN shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the TOWN during the term of this Agreement. TOWN shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), TOWN shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.9 MAINTENANCE AND REPAIR. TOWN shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. TOWN shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

3.9.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, TOWN shall notify Contract Administrator in writing, and include the reason for the delay. TOWN must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Bus Service for more than ten (10) business days.

3.9.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). TOWN shall maintain the Vehicles in compliance with BCT's and manufacturer's standards for preventive maintenance. TOWN shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.

3.9.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by TOWN at TOWN's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed Two Thousand Dollars ($2,000.00).

3.9.4 TOWN shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.

3.9.5 TOWN shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.

3.10 SIGNAGE AND ADVERTISING. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

Above or beside the passenger entrance door(s)

On the exterior rear of the vehicle

On the exterior front of the vehicle

On the interior of the vehicle above the front windshield

3.10.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.

3.10.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA-compliant Route identification sign shall be displayed on the curb side of Vehicle(s) at all times.

3.10.3 TOWN shall maintain all interior signs placed by COUNTY.

3.10.4 TOWN shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, TOWN, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

3.10.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

3.11 DAILY CLEANING. TOWN shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:

Exterior Wash

Interior windows cleaned

Mopping of non-carpeted floors with clean water and appropriate cleaning solution

Wiping down of non-upholstered seats with clean water and appropriate cleaning solution

Vacuuming of upholstered seats

Pest control

Wiping down of all hand rails with clean water and appropriate cleaning solution

Refuse, newspapers and other recyclable material remaining on board shall become the property of the TOWN. However, items found that are the belongings of customers shall be maintained and made available consistent with TOWN's Lost and Found Policy which policy shall

comply with Florida law. TOWN's Lost and Found Policy must be approved by the Contract Administrator.

3.12 TITLE. Title to the Vehicle(s) shall remain in COUNTY at all times, and the TOWN shall have no right, title or interest in the Buses except the possessory rights expressly set forth in this Agreement. Any act of TOWN purporting to create any claim, lien, or encumbrance shall be void. TOWN agrees at all times to keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at their expense, protect and defend COUNTY's title to the buses and COUNTY's right of possession against all others. TOWN shall redeliver the Vehicle(s) to COUNTY free of any liens, claims or encumbrances resulting from TOWN's use of the Vehicle(s). TOWN shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicle(s) that TOWN has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of whatsoever kind.

3.13 ANNUAL REGISTRATION. The annual registration of the Vehicle(s) will be processed by the COUNTY and the costs of such registrations will be paid by the COUNTY.

3.14 INSTALLATION OF EQUIPMENT. COUNTY may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at TOWN facilities. TOWN agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).

3.14.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation and training shall be at COUNTY's expense. COUNTY shall be responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

3.14.2 Delivery and Installation of AVL/MDC Equipment: COUNTY shall provide TOWN with no less than ten (10) calendar days prior notice of the date the AVL/MDC Equipment shall be installed in Vehicle(s) and TOWN shall make the Vehicle(s) available on the date established by COUNTY. COUNTY will install, or cause to be installed, the AVL/MDC Equipment at a site to be determined by COUNTY. At the time of installation of the AVL/MDC Equipment into Vehicle(s), COUNTY shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment installed in each vehicle and at

any TOWN facility. TOWN shall sign the document acknowledging receipt of the AVL/MDC equipment. TOWN agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.14.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide TOWN with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by TOWN to the designated representative of COUNTY during service hours. Upon receiving such inquiries or trouble reports, COUNTY shall either offer advice or propose possible solutions based on its preliminary appraisal of TOWN's description of the problem, or arrange for assistance from a maintenance service representative.

COUNTY shall pay for routine maintenance; provided, however, that TOWN shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

a. Use of the AVL/MDC Equipment or any component thereof in other than the manner for which it was installed.

b. Damage to the AVL/MDC Equipment by TOWN, its employees, agents, or third parties.

c. Modification of the installed AVL/MDC Equipment by TOWN which was not authorized by COUNTY.

d. Maintenance performed by TOWN without the authorization of COUNTY.

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. TOWN shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing TOWN to perform maintenance or repair service.

3.14.4 Risk of Loss: TOWN shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.

3.14.5 Restrictions: The following restrictions shall apply to TOWN's use of the AVL/MDC Equipment:

a. TOWN shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of TOWN purporting to create such a claim, lien, or encumbrance shall be void.

b. TOWN shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.

c. TOWN shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.

d. TOWN shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.

e. TOWN shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.

3.14.6 Reservation of Title: This Agreement does not provide TOWN with title or ownership of the AVL/MDC Equipment, but only a right of limited use for the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.

3.14.7 Training: COUNTY shall provide TOWN's employees with initial training in the operation of AVL/MDC Equipment at no cost to TOWN, provided, however, TOWN shall be responsible for the payment of any and all salary costs for those employees that participate in the training. COUNTY may provide additional training to TOWN's personnel at no cost to TOWN, provided, however, TOWN shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

3.14.8 TOWN shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.

3.15 DAMAGE. TOWN shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of TOWN, and any and all damage shall be repaired at the sole cost and expense of TOWN. TOWN shall provide the Public

Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4
COMPLAINTS

4.1 COUNTY shall provide TOWN with signs that include COUNTY's Customer Service Center contact information. TOWN shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. TOWN shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding TOWN's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the TOWN upon receipt.

4.1.1 Upon the receipt of any complaint, from whatever source, TOWN shall conduct the necessary investigation and respond in writing to each complainant. TOWN shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.

4.2 COUNTY shall provide TOWN with COUNTY's formally adopted Title VI Notice and Complaint procedures. The TOWN shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. TOWN shall display the Title VI Notice conspicuously on each Vehicle. In the event that TOWN shall receive any Title VI complaints, the TOWN shall forward the complaint to the Broward County Transit Division Compliance Manager.

4.3 TOWN shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.

4.4 At the request of COUNTY, TOWN shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by TOWN as expeditiously as possible.

ARTICLE 5
TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5.3 In the event services are scheduled to end due to the expiration of this Agreement, the TOWN agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. TOWN shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify TOWN of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 6

FINANCIAL ASSISTANCE

6.1 COUNTY agrees to pay TOWN Fifteen Dollars ($15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by TOWN ("Financial Assistance"). TOWN shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by TOWN solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay TOWN, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. TOWN acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate TOWN for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TOWN's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to TOWN to reimburse its expenses.

6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.

6.1.2 Following the termination of this Agreement for any reason, TOWN shall return to COUNTY any Financial Assistance paid in advance to TOWN for any Revenue Service Hour that were not actually performed by TOWN. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by TOWN prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid. TOWN shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 TOWN shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to TOWN at:

Finance Director
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.2 In the event that TOWN contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: TOWN's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, TOWN's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, TOWN's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due TOWN's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8

INSURANCE

8.1 TOWN is an entity subject to Section 768.28, Florida Statutes, and TOWN shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

8.2 In the event that TOWN contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:

8.2.1 INSURANCE: TOWN's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.

8.2.1 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. TOWN's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

8.2.2 The foregoing requirements represent minimum coverages that shall be contained in TOWN's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to TOWN's standard requirements for the Project.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided

by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement may be terminated for cause for reasons including, but not limited to, TOWN's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if TOWN is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the TOWN provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

9.4 In the event this Agreement is terminated for convenience, TOWN shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. TOWN acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by TOWN, for COUNTY's right to terminate this Agreement for convenience.

9.5 In the event this Agreement is terminated for any reason, any amounts due TOWN shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.

9.6 Upon termination of this Agreement for whatever reason, TOWN shall return the Vehicle(s) leased herein to COUNTY within seven (7) days of the termination date. TOWN shall return the Vehicle(s) to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. TOWN's obligation to return the Vehicle(s) to COUNTY in the condition it was

received shall include the removal of any painting or wrapping of the Vehicle(s) for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle(s) for return to COUNTY shall be the sole responsibility of TOWN. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle(s) prior to COUNTY's acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, TOWN shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the Vehicle(s), to conduct additional inspections of the Vehicle(s) and notify TOWN of any additional damage or defects to the Vehicle(s). In the event the COUNTY should determine that the Vehicle(s) is not in the same condition as it was when delivered to TOWN, normal wear and tear excepted, COUNTY will notify TOWN in writing and include relevant inspection reports, studies and any other documentation that support such findings. TOWN shall be responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to TOWN's use of the Vehicle(s). In the event that TOWN fails to make any repairs or remedy any deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and TOWN shall be responsible for all of COUNTY's costs. TOWN shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

EEO COMPLIANCE

10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. TOWN shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by TOWN to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

TOWN shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply

with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, TOWN represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from TOWN all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 11

TITLE VI

By execution of this Agreement, TOWN, as a subrecipient of FTA financial assistance, adopts Exhibit "H" as their Title VI Program. TOWN shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. TOWN shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. TOWN shall permit COUNTY to monitor TOWN for Title VI compliance in accordance with the Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

ARTICLE 12

MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, TOWN grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to TOWN shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent TOWN is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, TOWN shall:

12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of TOWN upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of TOWN to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN and its subcontractors that are related to this Project. TOWN and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of TOWN and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, TOWN or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

TOWN and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

TOWN shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

TOWN represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two

purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, TOWN further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether TOWN has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to TOWN or TOWN's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 THIRD PARTY BENEFICIARIES

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.7 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR TOWN:

Finance Director
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by TOWN of this Agreement or any right or interest herein without COUNTY's written consent.

TOWN represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of TOWN's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or TOWN is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude TOWN or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event TOWN is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, TOWN shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as TOWN.

12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.11 COMPLIANCE WITH LAWS

TOWN shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

12.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, TOWN AND**

COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

12.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN or others delegated authority to or otherwise authorized to execute same on their behalf.

12.18 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof TOWN waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this

Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" are incorporated into and made a part of this Agreement.

12.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12th day of August, 2014, and TOWN OF LAUDERDALE-BY-THE-SEA, signing by and through its TOWN MANAGER, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By _____
County Administrator

30th day of September, 2014

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 9/29/14
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By _____ 9/29/14
Signature (Date)

Risk Management Division

Jacqueline A. Binns
Print Name and Title above

Risk Insurance and
Contracts Manager

SVT:dmv
community bus 2014 (repaired) - lauderdale by the sea
07/30/14
07/17/14
14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE-BY-THE-SEA FOR COMMUNITY BUS SERVICE

TOWN:

ATTEST:

Clerk

(CORPORATE SEAL)

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Connie Hoffman, Town Manager

23 day of September, 2014.

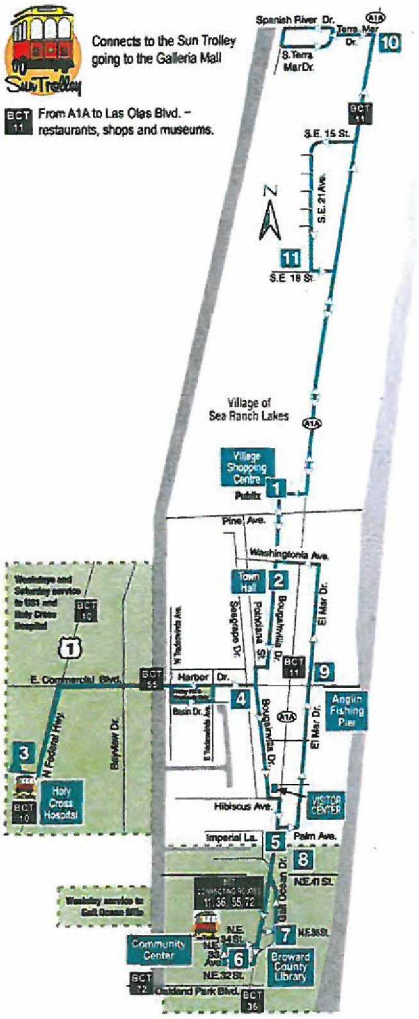
APPROVED AS TO FORM:

By: _____
Attorney

EXHIBIT "A"

Routes – Schedules & Maps

Exhibit "A"



Monday – Thursday (9 AM – 5:25 PM) • Friday (9 AM – 10 PM only)

VILLAGE SHOPPING CENTER	LAUDERDALE-BY-THE-SEA TOWN HALL	HOLY CROSS HOSPITAL & US 1	COMMERCIAL BLVD & SEAGRAPE DR	PALM AVE & A1A	FTL BEACH COMMUNITY CTR	GALT OCEAN MILE & NE 34 ST LIBRARY	GALT OCEAN DR & NE 41 ST	ANGLIN FISHING PIER	VILLAGE SHOPPING CENTER	TERRA MAR DR & A1A	SE 19 ST & A1A	VILLAGE SHOPPING CENTER
1	2	3	4	5	6	7	8	9	1	10	11	1
9:00a	9:02a	9:15a	9:23a	9:25a	9:27a	9:29a	9:32a	9:38a	9:40a	9:48a	9:53a	9:58a
10:00a	10:02a	10:15a	10:23a	10:25a	10:27a	10:29a	10:32a	10:38a	10:40a	10:48a	10:53a	10:58a
11:15a	11:17a	11:30a	11:38a	11:40a	11:42a	11:44a	11:47a	11:51a	11:55a	12:03p	12:08p	12:13p
12:15p	12:17p	12:30p	12:38p	12:40p	12:42p	12:44p	12:47p	12:51p	12:55p	1:03p	1:08p	1:13p
1:15p	1:17p	1:30p	1:38p	1:40p	1:42p	1:44p	1:47p	1:51p	1:55p	2:03p	2:08p	2:13p
2:20p	2:22p	2:35p	2:43p	2:45p	2:47p	2:49p	2:52p	2:56p	3:00p	3:08p	3:13p	3:18p
3:25p	3:27p	3:40p	3:48p	3:50p	3:52p	3:54p	3:57p	4:01p	4:05p	4:13p	4:18p	4:23p
4:27p	4:29p	4:42p	4:50p	4:52p	4:54p	4:56p	4:59p	5:03p	5:07p	5:15p	5:20p	5:25p
5:35p	**5:37p**		**5:45p**	**5:49p**				**5:52p**	**5:55p**	**6:01p**	**6:07p**	**6:10p**
6:12p	**6:14p**		**6:22p**	**6:26p**				**6:29p**	**6:32p**	**6:38p**	**6:44p**	**6:47p**
6:50p	**6:52p**		**7:00p**	**7:04p**				**7:07p**	**7:10p**	**7:16p**	**7:22p**	**7:25p**
7:30p	**7:32p**		**7:40p**	**7:44p**				**7:47p**	**7:50p**	**7:56p**	**8:02p**	**8:05p**
8:10p	**8:12p**		**8:20p**	**8:24p**				**8:27p**	**8:30p**	**8:36p**	**8:42p**	**8:45p**
8:50p	**8:52p**		**9:00p**	**9:04p**				**9:07p**	**9:10p**	**9:16p**	**9:22p**	**9:25p**
9:25p	**9:27p**		**9:35p**	**9:39p**				**9:42p**	**9:45p**	**9:51p**	**9:57p**	**10:00p**

Saturday (10 AM – 10 PM)

VILLAGE SHOPPING CENTER	LAUDERDALE-BY-THE-SEA TOWN HALL	COMMERCIAL BLVD & SEAGRAPE DR	PALM AVE & A1A	ANGLIN FISHING PIER	VILLAGE SHOPPING CENTER	TERRA MAR DR & A1A	SE 19 ST & A1A	VILLAGE SHOPPING CENTER
1	2	4	5	9	1	10	11	1
8:00a	8:02a	8:07a	8:09a	8:15a	8:19a	8:27a	8:32a	8:35a
8:35a	8:37a	8:42a	8:44a	8:50a	8:54a	9:02a	9:07a	9:10a
9:10a	9:12a	9:17a	9:19a	9:25a	9:29a	9:37a	9:42a	9:45a
9:45a	9:47a	9:52a	9:54a	10:00a	10:04a	10:12a	10:17a	10:20a
10:20a	10:22a	10:27a	10:29a	10:35a	10:39a	10:47a	10:52a	10:55a
10:55a	10:57a	11:02a	11:04a	11:10a	11:14a	11:22a	11:27a	11:30a
11:30a	11:32a	11:37a	11:39a	11:45a	11:49a	11:57a	12:02p	12:05p
12:05p	12:07p	12:12p	12:14p	12:20p	12:24p	12:32p	12:37p	12:40p
12:40p	12:42p	12:47p	12:49p	12:55p	12:59p	1:07p	1:12p	1:15p
1:15p	1:17p	1:22p	1:24p	1:30p	1:34p	1:42p	1:47p	1:50p
1:50p	1:52p	1:57p	1:59p	2:05p	2:09p	2:17p	2:22p	2:25p
2:25p	2:27p	2:32p	2:34p	2:40p	2:44p	2:52p	2:57p	3:00p
3:00p	3:02p	3:07p	3:09p	3:15p	3:19p	3:27p	3:32p	3:35p
3:35p	3:37p	3:42p	3:44p	3:50p	3:54p	4:02p	4:07p	4:10p
4:10p	4:12p	4:17p	4:19p	4:25p	4:29p	4:37p	4:42p	4:45p
4:45p	4:47p	4:52p	4:54p	5:00p	5:04p	5:12p	5:17p	5:20p
5:20p	5:22p	5:27p	5:29p	5:35p	5:39p	5:47p	5:52p	5:55p
5:55p	5:57p	6:02p	6:04p	6:10p	6:14p	6:22p	6:27p	6:30p
6:30p	6:32p	6:37p	6:39p	6:45p	6:49p	6:57p	7:02p	7:05p
7:05p	7:07p	7:12p	7:14p	7:20p	7:24p	7:32p	7:37p	7:40p
7:40p	7:42p	7:47p	7:49p	7:55p	7:59p	8:07p	8:12p	8:15p
8:15p	8:17p	8:22p	8:24p	8:30p	8:34p	8:42p	8:47p	8:50p
8:50p	8:52p	8:57p	8:59p	9:05p	9:09p	9:17p	9:22p	9:25p
9:25p	9:27p	9:32p	9:34p	9:40p	9:44p	9:52p	9:57p	10:00p

Sunday (8 AM – 10 PM)

VILLAGE SHOPPING CENTER	LAUDERDALE-BY-THE-SEA TOWN HALL	HOLY CROSS HOSPITAL & US 1	COMMERCIAL BLVD & SEAGRAPE DR	PALM AVE & A1A	ANGLIN FISHING PIER	VILLAGE SHOPPING CENTER	TERRA MAR DR & A1A	SE 19 ST & A1A	VILLAGE SHOPPING CENTER
1	2	3	4	5	9	1	10	11	1
10:00a	10:02a	10:14a	10:22a	10:24a	10:30a	10:34a	10:42a	10:47a	10:50a
10:50a	10:52a	11:04a	11:12a	11:14a	11:20a	11:24a	11:32a	11:37a	11:40a
11:40a	11:42a	11:54a	12:02p	12:04p	12:10p	12:14p	12:22p	12:27p	12:30p
12:30p	12:32p	12:44p	12:52p	12:54p	1:00p	1:04p	1:12p	1:17p	1:20p
1:20p	1:22p	1:34p	1:42p	1:44p	1:50p	1:54p	2:02p	2:07p	2:10p
2:10p	2:12p	2:24p	2:32p	2:34p	2:40p	2:44p	2:52p	2:57p	3:00p
3:00p	3:02p	3:14p	3:22p	3:24p	3:30p	3:34p	3:42p	3:47p	3:50p
3:50p	3:52p	4:04p	4:12p	4:14p	4:20p	4:24p	4:32p	4:37p	4:40p
4:40p	4:42p	4:54p	5:02p	5:04p	5:10p	5:14p	5:22p	5:27p	5:30p
5:35p	**5:37p**		**5:42p**	**5:44p**	**5:50p**	**5:54p**	**6:02p**	**6:07p**	**6:10p**
6:12p	**6:14p**		**6:19p**	**6:21p**	**6:27p**	**6:31p**	**6:39p**	**6:44p**	**6:47p**
6:50p	**6:52p**		**6:57p**	**6:59p**	**7:05p**	**7:09p**	**7:17p**	**7:22p**	**7:25p**
7:30p	**7:32p**		**7:37p**	**7:39p**	**7:45p**	**7:49p**	**7:57p**	**8:02p**	**8:05p**
8:10p	**8:12p**		**8:17p**	**8:19p**	**8:25p**	**8:29p**	**8:37p**	**8:42p**	**8:45p**
8:50p	**8:52p**		**8:57p**	**8:59p**	**9:05p**	**9:09p**	**9:17p**	**9:22p**	**9:25p**
9:25p	**9:27p**		**9:32p**	**9:34p**	**9:40p**	**9:44p**	**9:52p**	**9:57p**	**10:00p**

Bold Type Evening Services

EXHIBIT "B"

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

Limousines of South Florida, Inc.
(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of August, 20 14,

by Mark Levitt
(Name of person who's signature is being notarized)

as Vice President (Title) of Limousines of South Florida, Inc. (Name of Corporation/Company)

known to me to be the person described herein, or who produced
FL DL
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:
(Signature)
Ayana Caballero
(Print Name)

My commission expires: 6/11/17

AYANA CABALLERO NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires June 11, 2017
No. FF 26373

(05/2014)

EXHIBIT "C"

SCHEDULE OF REPORTS

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over $25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day

*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day

Notes:

CommunityBusReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator.

The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator.

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

EXHIBIT "D"

VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY

EXHIBIT "D"

Town of Lauderdale-By-The-Sea

Vehicle(s) Operating in Lauderdale-By-The-Sea

Leased Vehicle(s) for Fiscal Year 2015

Vehicle #	Year	Make	Seats	Asset	VIN
M1262	2013	ENC Aerotech	16/2	312225	1GB6G5BL0C1179170

(08/2014)

BUS #1262

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 731064602
B# 1450620

FLORIDA VEHICLE REGISTRATION

PLATE **TD1308** DECAL Expires **NO EXPIRATION**

YR/MK	**2013/ELDO**	BODY	**BU**			Reg. Tax	48.85	Class Code	97
VIN	**1GB6G5BL0C1179170**			TITLE	**110271455**	Init. Reg.		Tax Months	12
Plate Type	**NVR**	NET WT	**10414**	GVW	**14200**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**566000531-01**					Sales Tax		Credit Months	
Date Issued	**11/14/2012**	Plate Issued	**11/14/2012**			Voluntary Fees			
						Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

CNTY#	AGY#	SUB#	RPT#
10	6	CAP	3548

AUDIT #

L# 2288190
T# 731064528
B# 1450620
S# 11928050

BUS # 12602

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
110271455	1GB6G5BL0C1179170	2013	ELDO	BU		10414	

DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
11 14 12	ORT	PRIVATE							

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

SEX	BIRTHDATE MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
566000531-01	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	11/14/2012	XX		1,741 MILES 10/10/2012 ACTUAL	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

☒ OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06 SCAN CODE MVT

BUS#1262

EXHIBIT "E"

PRE & POST TRIP INSPECTIONS INFORMATION

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
TRANSPORTATION DEPARTMENT

OPERATORS' BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____

BUS NO.: _____ RUN NO.: _____

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRE	DAMAGE WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE	GREEN LITE ON G.E. CAMERA? ☐ YES ☐ NO			

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX. **OK**

OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

702-247 2/09

BROWARD COUNTY
DIVISION OF MASS TRANSIT

OPERATOR'S BUS DEFECT REPORT

NAME _____ DATE _____

BUS# _____ RUN# _____

FIRE EXT.	NONE	AC/HEAT	NO AC	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRES	DAMAGED/WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FAREBOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER.	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT X IN OK BOX.

OTHER ITEMS

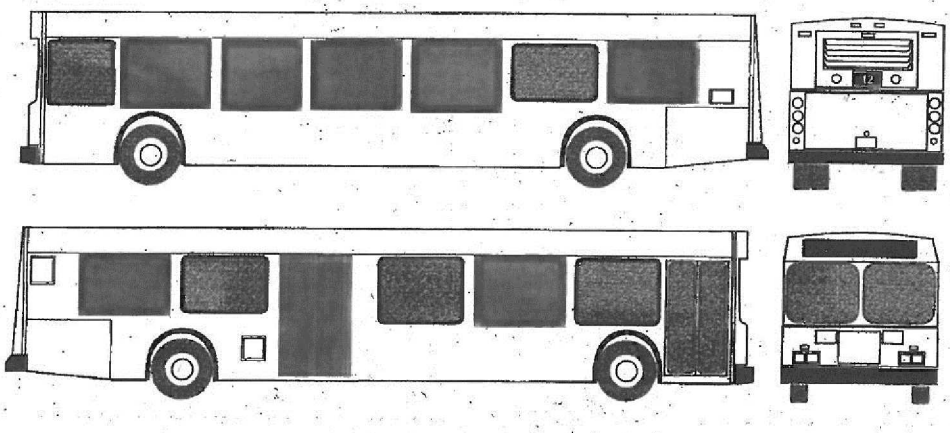
O.K.

	ACCELERATOR PEDAL		DIRTY OUTSIDE		ROOF HATCH
	INSECTS		DIRTY INSIDE		GRAB RAIL
	PASSENGER SIGNAL		GRAFFITI		STEPS—FRONT/REAR
	COMPART. DOORS		HORN		VISOR
	FLOOR MAT		NO TRIANGLES		NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

BCI-118



MARK AREAS OF BODY DAMAGE ON THE BUS ILLUSTRATION

EXHIBIT "F"

REVENUE SERVICE HOURS & INVOICE

EXHIBIT "F"

Town of Lauderdale-By-The-Sea

Annual Operating Funding - FY 2015

Community Bus Service - Community Route ($15.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Mon - Thur	9:00a-5:25p	45 min	7.83	202	$15.00	$23,724.90
1	Friday	9:00a-10:00p	45 min	11.33	49	$15.00	$8,327.55
1	Saturday	10:00a-10:00p	30 min	11.33	52	$15.00	$8,837.40
1	Sunday	8:00a-12:00	30 min	4.00	52	$15.00	$3,120.00
							$44,009.85

Community Bus Service - Park & Ride Loop ($15.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Sunday	12:00p-10:00p	10 min	10.00	52	$15.00	$7,800.00
							$7,800.00
		Total Annual Funding					**$51,809.85**

EXHIBIT "G"

INSURANCE CERTIFICATE

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$1 mil**	**$2 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 1 mil**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorsement is required		
[x] **WORKERS' COMPENSATION** *If exempt: State Exemption Certificate or letter on company letterhead is required.* [x] **EMPLOYERS' LIABILITY**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	**$ 500 k**	
[ ] PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage period		
[ ] BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k **DED for WIND or WIND & FLOOD not to exceed 5% of completed value** CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	Completed Value form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

REFERENCE: Community Bus Service- BCT

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Moji Oderinde- BCT

Risk Management Division

Revised 2013

CERTIFICATE OF COVERAGE

Certificate Holder

BROWARD COUNTY
BROWARD COUNTY TRANSIT DIVISION
1 NORTH UNIVERSITY DRIVE SUITE 2401B
PLANTATION, FL 33324-2020

Administrator

Issue Date 10/7/13

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0324 | **COVERAGE PERIOD:** FROM 10/1/13 | **COVERAGE PERIOD:** TO 10/1/14 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- [X] Errors and Omissions Liability
- [X] Supplemental Employment Practice
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [ ] **Buildings**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] **Personal Property**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] Agreed Amount
- [ ] Deductible N/A
- [ ] Coinsurance N/A
- [ ] Blanket
- [ ] Specific
- [ ] Replacement Cost
- [ ] Actual Cash Value
- [ ] **Miscellaneous**
  - [ ] Inland Marine
  - [ ] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [ ] Statutory Workers' Compensation
- [ ] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [ ] SIR Deductible N/A

Automobile/Equipment - Deductible

[X] Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — NA - Miscellaneous Equipment

Other

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $2,000,000 for General Liability and $1,500,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Community Bus Services

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea FL 33308

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENATIVES.

AUTHORIZED REPRESENATIVE

FMIT-CERT (10/2011)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2014

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 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

FRANKCRUM INSURANCE AGENCY, INC
100 S. MISSOURI AVE.
CLEARWATER FL 33756

CONTACT NAME:
PHONE (A/C, No, Ext): 1-800-277-1620 x4800
FAX (A/C, No): 727-797-0704
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

FrankCrum 1-800-277-1620
100 S MISSOURI AVENUE
CLEARWATER FL 33756

COVERAGES CERTIFICATE NUMBER: 248020 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	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		WC201400000	1/1/2014	1/1/2015	X WC STATUTORY LIMITS / OTHER	
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EFFECTIVE 01/01/2014, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO LIMOUSINES OF SOUTH FLORIDA, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER

TOWN OF LAUDERDALE BY THE SEA
4501 OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/09/2014

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 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
MARSH USA INC.
SUITE 400
1255 23RD STREET, N.W.
WASHINGTON, DC 20037

615840--ALL-13-14

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Interstate Insurance Company	32620
INSURER B :	Scottsdale Insurance Company	41297
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Limousines of South Florida, Inc.
2769 NW 62nd Street
Miami, FL 33142

COVERAGES **CERTIFICATE NUMBER:** CLE-004090816-01 **REVISION NUMBER:** 2

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			BCS0031515	02/18/2014	02/18/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			8199700-00	12/18/2013	12/18/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Town of Lauderdale by the Sea is included as an Additional Insured where required by written contract as respects to operations of the Named Insured.

CERTIFICATE HOLDER

Town of Lauderdale by the Sea
4501 Ocean Drive
Lauderdale by the Sea, FL 33308

CANCELLATION

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
of Marsh USA Inc.

Manashi Mukherjee

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT "H"

TITLE VI

EXHIBIT "H"

City of _____ Title VI Program

Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal financial assistance, CITY, without regard to race, color, or national origin, operate and plan for transit services so that: transit benefits and services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision-making process are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary.

This Title VI Program for the CITY, a subrecipient of the COUNTY, was prepared in accordance with the requirements specified in the Federal Transit Administration (FTA), Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 2, 2012.

Title VI Notice and Complaint Procedures

All subrecipients use the COUNTY'S adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as followed:

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954)357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive Suite 3100A Plantation, Florida 33324.

Title VI Investigations, Complaints and Lawsuits

The CITY has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with COUNTY procedures.

Public Participation and Language Assistance Plans

The CITY shall in the absence of their own plans use the COUNTY's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

Planning or Advisory Boards

The CITY does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B Chapter III Sec 10. If such entities are created, the CITY will provide the COUNTY with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

Monitoring Subrecipients

The CITY is monitored by our primary recipient, the COUNTY. The monitoring process outlined by the COUNTY includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Bus meetings.

Facility Equity Analysis

The CITY does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B Chapter III Sec. 13. If plans are created the CITY will collaborate with the COUNTY to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

Service Standards

The CITY in agreement with the COUNTY will use the following service standards for community bus service. The CITY will collaborate with COUNTY to monitor service standards as necessary per FTA Circular 4702.1B.

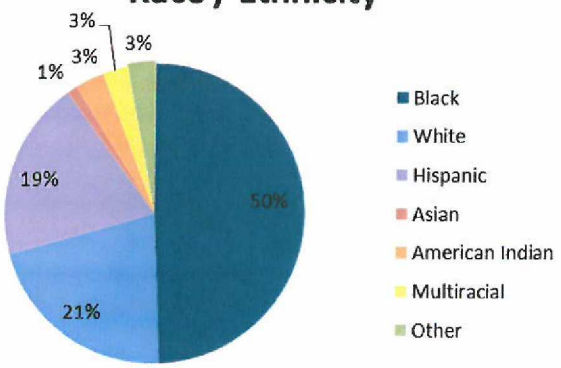
Type	Standard Description
Vehicle Load	1.25 capacity ratio for all vehicles.
Vehicle Headway	75 minute average headway all day.
On-Time Performance	80% On-Time Performance is expected of community bus routes. On-time is

	defined based on departures of 1 minute early to 5 minutes late.
Service Availability	Community bus routes operate to complement COUNTY local, breeze, express, and paratransit services. To the greatest extent possible community bus will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Bus stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold that cannot be addressed through additional service will be leased larger vehicles. The COUNTY is generally responsible for the procurement and replacement of transit vehicles.

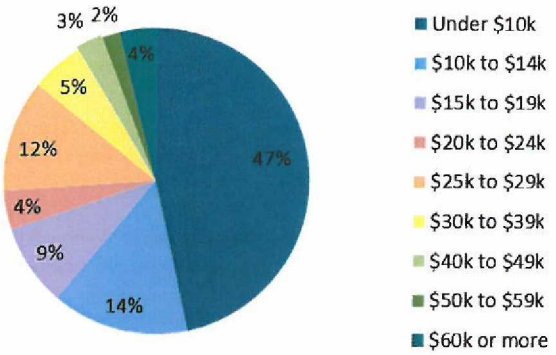
Community Bus Service Demographics

As a component of BCT's *Broward Connected* 10 Year Transit Development Plan (TDP), on-board surveys were conducted in March 2013 from randomly selected community bus trips. The charts below characterize the demographics of the entire community bus system. The CITY supports the COUNTY'S initiative to conduct on-board surveys every 5-years during the TDP process and understands that additional surveys are encouraged prior to a major service or fare change.

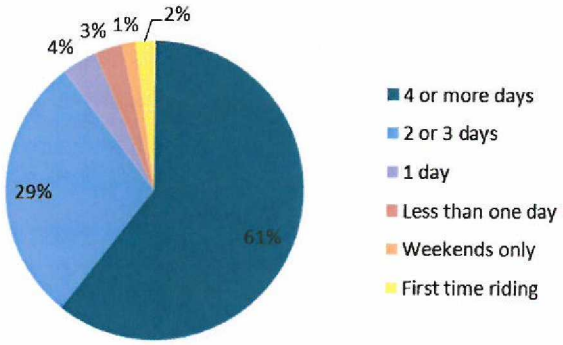
Race / Ethnicity



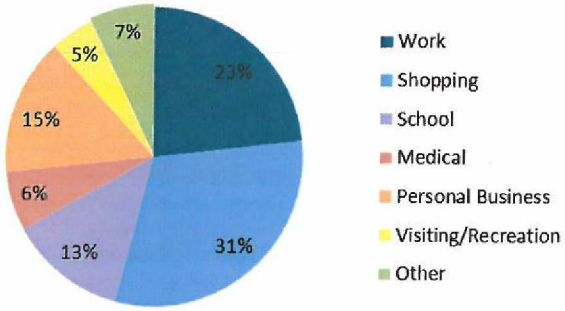
Annual Household Income



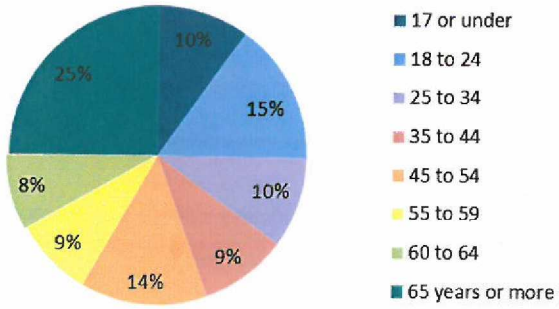
Frequency of Use



Trip Purpose



Age



TRANSIT DIVISION – Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

July 6, 2017

Bud Bentley, City Manager
City of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

RE: Interlocal Agreement Between Broward County and the City of Lauderdale-by-the- Sea for Community Bus Service

Dear Mr. Bentley,

Pursuant to Article 5, Term and Time of Performance, Section 5.1, I am hereby extending the term of the above referenced Interlocal Agreement for an additional one-year period from October 1, 2017 through September 30, 2018. Upon acceptance of this one-year extension, please sign and return this letter to Irvin Minney, Community Transit Officer to the address listed above.

Should you have any questions, please contact Irvin Minney at 954-357-7713 or email iminney@broward.org.

Sincerely,

Barney L. McCoy, Director
Service and Capital Planning
Broward County Transit Division

CC: "Tony" Bryan, Finance Director, Town of Lauderdale-by-the-Sea
Irvin Minney, Community Transit Officer, Broward County Transit Division

On behalf of the Town of Lauderdale-by-the-Sea, I hereby accept the One Year Term extension as referenced above on the Interlocal Agreement Between Broward County and the Town of Lauderdale-by-the-Sea for Community Bus Service.

B Bentley
Signature

Bud Bentley
Print Name

7-26-17
Date

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

TRANSIT DIVISION – Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

May 23, 2018

Mr. Bud Bentley
City Manager
City of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

RE: Interlocal Agreement between Broward County and the City of Lauderdale-By-The-Sea for Community Bus Service

Dear Mr. Bentley,

Pursuant to *Article 5, Term and Time of Performance, Section 5.1*, I am hereby extending the term of the above referenced Interlocal Agreement for an additional one (1) year period from October 1, 2018 through September 30, 2019. Upon acceptance of this one-year extension, please sign below and return this letter to Jacque-Ann Isaacs, Community Transit Officer, at the address listed above.

Should you have any questions, please contact Jacque-Ann Isaacs at (954) 357-7713 or jisaacs@broward.org.

Sincerely,

Barney L. McCoy
Director, Service and Capital Planning

C: Jacque-Ann D. Isaacs, Community Transit Officer, Broward County Transit
Gerald "Tony" Bryan, Deputy Manager, City of Lauderdale-By-The-Sea

---

On behalf of the City of Lauderdale-By-The-Sea , I hereby accept the one-year term extension of the Interlocal Agreement between Broward County and the City of Lauderdale-By-The-Sea for Community Bus Service.

Signature

Bud Bentley
Print Name

5-29-2018
Date

Town Commission Agenda Item Report

Meeting Date: April 23, 2019
Submitted by: Ken Rubach
Submitting Department: Municipal Services
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
Pressure Washing Services Contract

Explanation:
Since 2014, the Town has contracted pressure washing services in the East Commercial area with Sunshine Cleaning Systems, Inc. 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, which expires on May 16, 2019, is $0.05 per square foot.

To ensure continuity of service, the Town issued RFP 19-03-01 for pressure cleaning on March 18, 2019. The RFP has the same parameters as the original approved contract in 2014 which included:

- 25,500 square feet of cleaning;
- Weekly cleaning during season (December through April),
- Bi-weekly cleaning off season (May through November).

At the request of the Town Manager, we have included an option in the RFP to increase the frequency of cleaning and requested that the contractors provide a cost based on various square footage amounts in case we want to utilize them to clean other areas of Town. This is important as we continue to see foot traffic rise thus increasing the frequency of maintenance required to meet Town standards.

On April 12, 2019 RFP 19-03-01 for East Commercial Pressure Washing Services was opened. The Town received four (4) bids. The contractors and their square footage prices are as shown in Table 1.

Table 1 – RFP Respondents

Business	Cost per Square Foot for East Commercial	Cost for Each East Commercial Cleaning	Cost per Square Foot for Other Areas*
Bel Air Maintenance (BAM)**	$ 0.0298	$759.60	$0.09
Santana Pressure Cleaning	$ 0.035	$892.50	$0.035
Sunshine Cleaning Systems, Inc.	$ 0.050	$1,275.00	$0.05
Pro-Global Pressure Cleaning Services by Jackie	$ 0.200	$5,100.00	$.020

* Up to 2500 square feet
** We do not anticipate pressure washing areas other than East Commercial to any significant degree. Therefore, the cost per sq ft for "Other Areas" was not factored into the decision.

After evaluating all the proposals submitted and speaking with references, Staff recommends that the Commission award a three-year contract with two additional one-year extensions for pressure washing services to Bel Air Maintenance (BAM) whose price per square foot for the East Commercial area is approximately 40% lower than the expiring contract.

Recommendation:
Authorize the Town Manager to execute a contract with Bel Air Maintenance (BAM) for Pressure Washing Services after the contract has been approved as to form by the Town Attorney.

Funds are budgeted for Pressure Washing Services in the Contractual Services account: (001.541.100-500-345) for the remainder of the fiscal year.

Attachments: N/A

Agenda Item No: 16.a

Town Commission Agenda Item Report

Meeting Date: April 23, 2019
Submitted by: Judson Hopping
Submitting Department: Public Safety
Item Type: Ordinances 2nd Reading
Agenda Section: ORDINANCES 2nd Reading

Subject Title:
Ordinance 2019-04 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 8, "FIRE PREVENTION AND PROTECTION," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO ADOPT THE FLORIDA FIRE PREVENTION CODE (NFPA 1) AND (NFPA 101) AS THE FIRE CODE FOR THE TOWN AND TO ESTABLISH FEES FOR FIRE INSPECTION AND REVIEW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Explanation:
Insurance Services Office, Inc (ISO) regularly inspects municipal Fire Departments, which affects the insurance rates for residential and commercial properties within the Town. In May, ISO will be reviewing the Town's Fire Department.

One requirement of the ISO rating is that the Town formally adopt the Florida Fire Prevention Code (NFPA 1) and (NFPA 101) as the Fire Prevention Code for the Town. In preparing for the upcoming ISO inspection, we have found that this requirement is not clearly established in the Town Code. The attached proposed Ordinance corrects this issue, by including the following language.

ARTICLE I. - IN GENERAL

Sec. 8-3. - Florida Fire Prevention Code Adopted and Fees Established.
(a) The Florida Fire Prevention Code (NFPA 1) and (NFPA 101) is hereby adopted as the fire code for the Town.
(b) All subsequent amendments to such code are hereby adopted and incorporated by reference.
(c) Fire inspection and review fees shall be established by resolution of the Town Commission.

The adoption of this Ordinance will meet the requirements of ISO and assist the Town in securing a favorable insurance rating.

The Commission approved Ordinance 2019-04 on first reading at their April 9, 2019 meeting. Because the Town Fire Department would like to ensure that this language is adopted prior to the ISO inspection scheduled in May and we have scheduled second reading for April 23, 2019.

Recommendation:
Staff recommends approval of Ordinance 2019-04 (Exhibit 1) on second reading.

Attachments:
Exhbit 1_ 2019-04 Fire Prevention Ordinance 3F28488.pdf

ORDINANCE 2019-04

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 8, "FIRE PREVENTION AND PROTECTION," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO ADOPT THE FLORIDA FIRE PREVENTION CODE (NFPA 1) AND (NFPA 101) AS THE FIRE CODE FOR THE TOWN AND TO ESTABLISH FEES FOR FIRE INSPECTION AND REVIEW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Town Commission recognizes that changes to the adopted Code of Ordinances (the "Town Code") are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's regulatory needs; and

WHEREAS, the Florida Fire Prevention Code is adopted by the State Fire Marshall at periodic intervals as required by Chapter 633.202, Florida Statutes; and

WHEREAS, this complex set of Fire Code provisions are enforced by the local fire official within each county, municipality, and special fire district in the State; and

WHEREAS, the Town Commission desires to amend Chapter 8, "Fire Prevention and Protection," of the Town Code to adopt the Florida Fire Prevention Code (NFPA 1) and (NFPA 101) as the official Fire Code for the Town; and

WHEREAS, the Town Commission desires to establish that fire inspection and review fees shall be established by Resolution of the Town Commission; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Recitals. The foregoing "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 8, "Fire Prevention and Protection," Article I, "In General," of the Town Code, is hereby amended to read as follows[1]:

ARTICLE I. - IN GENERAL

* * *

Sec. 8-3. - Florida Fire Prevention Code Adopted and Fees Established.

(a) The Florida Fire Prevention Code (NFPA 1) and (NFPA 101) is hereby adopted as the fire code for the Town.

(b) All subsequent amendments to such code are hereby adopted and incorporated by reference.

(c) Fire inspection and review fees shall be established by resolution of the Town Commission.

* * *

SECTION 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~.

SECTION 6. **Effective Date**. This Ordinance shall become effective immediately upon passage on second reading.

Passed on the first reading, this ____ day of _____, 2019.

Passed on the second reading, this ____ day of _____, 2019.

_____

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Sokolow	_____	_____
Commissioner Malkoon	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____

Attest:

_____
Tedra Allen, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

File: R:\0 Agenda\4-9-19 Commission\Ex1 Ord 2019-XX Chapter 8 Fire Prevention 1st Reading.docx

Agenda Item No: 17.a

Town Commission Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-08 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2019/2020; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Explanation:

Resolution 2019-08 grants the Town Manager the authority to sign and submit the Town's application to Broward County for the 45th Year CDBG funds for the Community Center Programs.

As part of the application package, the Town is required to submit a resolution identifying the name and title of the official who is authorized to sign the grant application on behalf of the Town.

We are requesting Commission approval of this resolution authorizing the Town Manager to sign and submit the application for the 45th Year CDBG funds in the amount of $30,000. The amount of the grant we receive is related to how much the County receives from the Federal Government. The Town was awarded $18,556 for the 44th year (i.e., FY 2018-19). For the past several years we have applied for a higher amount than we expect to receive in the event the County has more to distribute.

Recommendation:

Adopt Resolution 2019-08, which grants the Town Manager the authority to sign and submit the Town's CDBG Application to Broward County.

Attachments:

Ex1 Resolution 2019-08 CDBG Senior Center.docx

RESOLUTION 2019-08

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2019/2020; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea finds it desirable to apply for grant monies through the Broward County Community Development Block Grant Program for Fiscal Year 2019/2020; and

WHEREAS, said grant will enable the Town to continue its effort to improve the senior center activities for the residents of the Town of Lauderdale-By-The-Sea, Florida.

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

Section 1. Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

Section 2. The Town Manager, William "Bill" Vance, is hereby authorized and directed to execute, on behalf of the Town, the necessary documents for the submission of an application to Broward County to receive grant funding under the Community Development Block Grant Program for Fiscal Year 2019/2020.

Section 3. The dollar amount of the grant being sought is $30,000, which shall be utilized to partially fund the Town's senior center activities.

Section 4. All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of April, 2019.

_____
Mayor Chris Vincent

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan Trevarthen, Town Attorney

(CORPORATE SEAL)

Agenda Item No: 17.b

Town Commission Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:
Resolution 2019-09 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT WITH SOCIALARCHIVE, INC., TO PROVIDE SOFTWARE TO ARCHIVE SOCIAL MEDIA ACCOUNTS, UTILIZING THE TOWN OF DAVIE AGREEMENT NO. AS-18-33; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Explanation:
Town Attorney had advised Staff to find a source to archive and store our social media accounts which currently are LBTSevents and Community Center's Seaside Players Facebook pages, and also Google Places pages (Google Places archiving is new to ArchiveSocial).

ArchiveSocial is a web-based "software as a service" (SAAS) that sells subscriptions to archive and store social media account information, The annual cost of the software license is $4788, bringing the contract total to $16984.10 for full agreement period, which is over Purchasing Manual's $15,000 threshold for Town Manager approval.

In researching nearby municipalities using archive software:

1. Brevard County's agreement is $5,988 annually which may be renewed annually; and
2. Davie's 2018 RFP had two respondents and chose Archive Social for $4,788 annually for two (2) years effective April 4, 2018 with two (2) additional year renewal options, which could extend the service until April 2022.

Archive Social had quoted Town the same amount as the Davie contract, and thus we are proposing to piggyback (Exhibit 1) on the Davie agreement.

Note that the pro-rated amount for the remainder of this fiscal year is $2620.10, which was not budgeted in FY19.

Recommendation:
We recommend approval of Resolution 2019-09

Attachments:
Ex1 ArchiveSocial Piggyback Agreement Signed by AS.pdf

Ex2 ArchiveSocial Resolution 2019-09.pdf

Exhibit 1

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR SOCIAL MEDIA ARCHIVING
(Piggyback Competitive Award)

This Agreement is made this ____ day of April, 2019 between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and ArchiveSocial, Inc. (the "Contractor"), whose address is 212 W. Main Street, Suite 500, Durham NC 27701.

WITNESSETH

WHEREAS, the Contractor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications and Internet websites (including all updates, upgrades, modifications and improvements thereto generally made available by Contractor to other similar commercial licensees, and related documentation delivered or provided to the Town), and

WHEREAS Contractor wishes to enter this Agreement ("Agreement") with the Town, and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Davie, Florida ("Davie") and the Contractor as set forth in the Davie agreement attached hereto and incorporated herein as Exhibit "A-1" ("Davie Agreement"); and

WHEREAS, the Town Procurement Manual provides authority for the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

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:

Section 1. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Davie Agreement (Exhibit "A-1"), which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the

event of conflict between or among this Agreement and the terms and conditions of the Davie Agreement, the order of priority shall be: this Agreement, and the Davie Agreement.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" shall be deemed substituted for "City of Davie Florida" with regard to any and all provisions of the Davie Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Davie Agreement (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. Town is responsible for service fees as provided in Article 5 of the Davie Agreement; however, the Contractor does agree to send the Town's annual bill directly to the Town as required in Article 5 of the Davie Agreement.

C. 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.

D. The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement required by the City to perform the service.

2. Upon request by the City's records custodian, provide the City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.

4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If

the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

5. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

6. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

Refusal of the CONTRACTOR to comply with the provisions of this Section shall be grounds for immediate termination for cause by the TOWN of this Agreement.

E. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates,

or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. 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.

F. ETHICS

1. CONTRACTOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

2. 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.

3. 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.

4. Compliance with Applicable Law: 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.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For City: Town Manager
Town of Lauderdale-By-The-Sea 4501 North Ocean Drive

Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea 4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For Contractor: ArchiveSocial Inc.
212 W. Main Street, Suite 500
Durham NC 27701
Attn: _____

Copy to:

Section 3. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

a) All required certificates of insurance as described in the Davie Agreement.

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. 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.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____

_____

Bill Vance, Town Manager

Date:_____

ArchiveSocial, Inc.

_____

Robert Sydnor, COO

Date: 4/9/19

Attest: _____

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

RESOLUTION NO. 2019-09

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT WITH SOCIALARCHIVE, INC., TO PROVIDE SOFTWARE TO ARCHIVE SOCIAL MEDIA ACCOUNTS, UTILIZING THE TOWN OF DAVIE AGREEMENT NO. AS-18-33; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie ("Davie") issued Request for Proposal No. AS-18-33 in January of 2018, for social media archiving services ("RFP"); and

WHEREAS, Davie received two responses to the RFP; and

WHEREAS, Davie entered into an agreement with ArchiveSocial, Inc., on May 21, 2018 ("Davie Agreement"); and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize an agreement with ArchiveSocial to provide social media archival services, utilizing the Town of Davie Agreement.

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. **Piggyback Agreement Approved**. The Piggyback Agreement with Archive Social, attached hereto as Exhibit "A," is hereby approved.

Section 3. <u>Authorization to Execute Agreement</u>. The Town Manager is hereby authorized to execute the Piggyback Agreement with Archive Social for the provision of social media archival services, attached hereto as Exhibit "A."

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

Section 5. **<u>Effective Date</u>**. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of April, 2019.

_____
Mayor Chris Vincent

Attest:

_____
Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.c

Town Commission Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Debbie Hime

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-10 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT CONTRACT WITH LIMOUSINES OF SOUTH FLORIDA, INC. ("LSF") TO PROVIDE TRANSPORTATION SERVICES TO THE TOWN, UTILIZING THE CITY OF LAUDERDALE LAKES AGREEMENT NO. 19-3410-04R; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

Our existing agreement with Limousines of South Florida to operate the Pelican Hopper community bus shuttle expires on May 7, 2019. The Commission will remember that we piggyback on the Dania Beach contract with Limousines of South Florida (LSF).

We have researched options and had many discussions with Broward County Transit (BCT) about piggybacking an existing contract or issuing our own RFP. Out recommendation is to piggyback on the Lauderdale Lakes' Community Bus Agreement, and BCT agrees with this option.

The term of the Lauderdale Lakes agreement is two years beginning May 1, 2019 with the option to renew for additional one year terms for three years.

Our current fixed rate is $41.33 per revenue hour and the new Lauderdale Lakes agreement is $44, which is a difference of $2.67 per hour. In the FY19 budget we projected 1536.5 hours from May 1 through September 30, which means the additional expense in FY19 will be about $4100, which will require a budget adjustment that will be processed at a later time.

Knowing that the Lauderdale Lakes RFP has met all of the current BCT requirements for procurement, we are requesting your approval to piggyback (Exhibit 1) on their agreement. All other related documents are on file in the Town Clerk's office.

We note that the County is expected to begin funding of the Pelican Hopper in the near future using the penny sales tax revenue.

Recommendation:

Approve Resolution 2019-10, which authorizes the appropriate Town Officials to execute documents to piggyback the Lauderdale Lakes' Limousines of South Florida.

Attachments:
Ex1 Reso 2019-10.docx

Ex A to Reso 2019-10.docx

RESOLUTION NO. 2019-10

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT CONTRACT WITH LIMOUSINES OF SOUTH FLORIDA, INC. ("LSF") TO PROVIDE TRANSPORTATION SERVICES TO THE TOWN, UTILIZING THE CITY OF LAUDERDALE LAKES AGREEMENT NO. 19-3410-04R; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") solicited proposals from qualified firms to provide day to day management, operation and maintenance of the public transportation services for the City; and

WHEREAS, the City authorized the execution of Contract #19-3410-04R with LSF on March 29, 2019 ("Lauderdale Agreement") pursuant to the pricing set forth in the City's Resolution attached as Exhibit "A"; and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize an agreement with LSF to provide transportation services to the Town, utilizing the Lauderdale Agreement.

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. <u>Authorization to Execute Agreement</u>. The Town Manager is hereby authorized to execute the Piggyback Agreement with LSF for the provision of transportation services, attached hereto as Exhibit "B."

Section 3. **<u>Authorization to Implement</u>**. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4. **<u>Effective Date</u>**. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of April, 2019.

_____
Mayor Chris Vincent

Attest:

_____
Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR TRANSPORTATION SERVICES
(Piggyback Competitive Award)

This Agreement is made this ____day of April, 2019 between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Limousines of South Florida, Inc (the "Contractor"), whose address is 2766 NW 62 Street, Miami, FL 33147.

WITNESSETH

WHEREAS, the Contractor currently provides transportation management services (“Service”) to the Town through an existing agreement with the City of Dania Beach (“Dania Beach Agreement”); and

WHEREAS, upon expiration of the Dania Beach Agreement, Contractor has agreed to provide its Service through an agreement with the City of Lauderdale Lakes; and

WHEREAS Contractor wishes to enter this Agreement ("Agreement") with the Town, and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Lauderdale Lakes, Florida (“Lauderdale Lakes”) and the Contractor as set forth in the Lauderdale Lakes agreement attached hereto and incorporated herein as Exhibit "A-1" (“Lauderdale Lakes Agreement"); and

WHEREAS, the Town Procurement Manual provides authority for the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

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:

Section 1. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Lauderdale Lakes Agreement (Exhibit "A-1"), which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Lauderdale Lakes Agreement, the order of priority shall be: this Agreement, and the Lauderdale Lakes Agreement.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" shall be deemed substituted for "City of Lauderdale Lakes" with regard to any and all provisions of the Lauderdale Lakes Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Lauderdale Lakes Agreement (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. Town is responsible for service fees as provided in Article 3 of the Lauderdale Lakes Agreement; however, the Contractor does agree to send the Town's monthly bill directly to the Town as required in Article 3 of the Lauderdale Lakes Agreement.

C. 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.

D. Nothing in this agreement shall be deemed a waiver of the Town’s sovereign immunity under Fla. Stat. 768.28.

E. The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as follows:

1. Keep and maintain public records in the Contractor’s possession or control in connection with the Contractor’s performance under this Agreement required by the City to perform the service.

2. Upon request by the City’s records custodian, provide the City with a copy of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.

4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.

5. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

6. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

Refusal of the CONTRACTOR to comply with the provisions of this Section shall be grounds for immediate termination for cause by the TOWN of this Agreement.

F. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at

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

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

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. 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.

F. <u>ETHICS</u>

1. CONTRACTOR warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

2. 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.

3. 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.

4. Compliance with Applicable Law: 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.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town: Town Manager
Town of Lauderdale-By-The-Sea 4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea 4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

For Contractor: Limousines of South Florida
3300 SW11th Avenue
Fort Lauderdale, FL 33315

Attn: _____

Copy to:

Section 3. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

a) All required certificates of insurance as described in the Lauderdale Lakes Agreement.

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. 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.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____

_____

Bill Vance, Town Manager

Date:_____

Limousines of South Florida, Inc.

_____

_____

Date:_____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.d

Town Commission Agenda Item Report

Meeting Date: April 23, 2019
Submitted by: Debbie Hime
Submitting Department: Administration
Item Type: Discussion Item
Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:
Resolution 2019-11 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COMMUNITY BUS SERVICE THAT PROVIDES FOR ROUTE ADJUSTMENTS TO EXISTING BUS SERVICE WITHIN THE TOWN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Explanation:
Resolution 2019-11 (Exhibit 1) adopts a new route for the Pelican Hopper.

This is a Commission's Action Plan project. Since March 2018, Town Staff has been collaborating with Broward County Transit (BCT) to review the current Pelican Hopper route to ensure accessibility, effectiveness and resulting in increased ridership numbers. Although we started the project in March 2018, BCT had to delay the project due to unforeseen priorities and we received their final recommendations in March 2019 (Exhibit 2). We are pleased to present to you the route adjustments for your consideration.

You will notice one minor yet intentional shift to calling the Hopper a "shuttle," as BCT is changing the name of the program from the Community "Bus" to Community "Shuttle" Program.

Our current average ridership of 10.1 is above the 7.2 required by our Interlocal Agreement with BCT (ILA), and these route improvements are designed to increase our average ridership.

Our goal was to evaluate the existing route to ensure we were providing connectivity and mobility services to our community and visitors. BCT providing their planners, programmers, schedulers, contract administrators, and others in this process was a huge benefit to the outcome of the project – one would have thought we had a fleet and not just one shuttle.

Some of the primary considerations or justifications were:
1. Number of days to Holy Cross Hospital (HCH);
2. Friday, Saturday and Sunday evening routes;
3. Saturday (10 a.m.) and Sunday (8 a.m.) morning start times;
4. Galt Library and Ft. Lauderdale Community Center stops viable;
5. Holidays, especially noting the Friday after Thanksgiving;
6. Route adjustments for Special Events that require route adjustments (Friday Night Music, Christmas By The Sea, New Year's Eve, etc.); and.
7. Could there be connectivity with other Community Shuttle routes

To reach our final recommendations, Staff and BCT researched and collaborated on numerous objectives, resources, and ILA requirements, such as:

1. BCT: Extensive Scope of Work (Exhibit 2)
2. Limousines of South Florida (LSF) and Town: Six months of ridership data provided by LSF and Staff's compilation of the data for review by day, hour and stop
3. Staff: Paper and online survey conducted for two weeks for both riders and non-riders
4. Staff: Per our ILA (Exhibit 3), three public meetings:

   May 9, 2018 to introduce the plans to review the route;
   March 26, 2019 to review the recommendations; and
   Tonight for Commission consideration and adopt resolution required in ILA
5. BCT and Staff: field evaluations, on-bus route observations, and interviews with regular driver

Generally, the adjusted route recommendations are as follows:

1. The daytime route hours will be adjusted to reflect the new route, and should remain very close to our current operation times of 9:00 a.m. to 5:30 p.m.;
2. Will run the entire length of El Mar to better serve our lodging partners;
3. Friday Night Music event creates a seven-month minor adjustment for shuttle to detour to A1A and then back onto El Mar through El Prado parking lot;
4. BCT will not allow shuttles to be "Wave and Ride" in the future;
5. Drivers may not open door to embark or disembark anywhere but designated stops
6. All BCT stops along the route will be added as a Hopper Stop;
7. Shuttle will meet Pompano's Community Green Route on SE 12th Street;
8. Shuttle will not enter Bel Air and Terra Mar neighborhoods, due to negligible ridership numbers and the elimination of "Wave and Ride";
9. No "over the bridge" to Holy Cross Hospital on Saturdays;
10. Will run Friday and Saturday nights until 9 p.m.;
11. Sunday only during the day; and
12. Saturday and Sunday routes will begin at Publix at 9 a.m.

Also public input at the March 26, 2019 meeting recommended the following additional adjustments to the final routes which BCT has included in the final routes (Exhibit 4)

If the Commission approves, BCT will review shuttle stop times, test the route, and then present us with the new schedule. Before the route goes takes effect, we will create new artwork for the schedules, develop a new stand-alone TSO Mobile app, and generate a Town-wide awareness campaign. We will also design in-Town shuttle stops signs and Pelican Hopper stickers for BCT stops along the route.

Recommendation:
Adopt Resolution 2019-11

Attachments:
Ex1 Reso 2019-11.docx

Ex 2 LBTS Scope of Work from BCT.pdf

Ex 3 BCT ILA.pdf

Ex 4 Final Routes and Turn By Turn.pdf

RESOLUTION NO. 2019-11

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COMMUNITY BUS SERVICE THAT PROVIDES FOR ROUTE ADJUSTMENTS TO EXISTING BUS SERVICE WITHIN THE TOWN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town executed an Interlocal Agreement with Broward County Transit ("BCT") to provide Community Bus Service on September 30, 2014 ("ILA") which provides the Pelican Hopper route; and

WHEREAS, since March 2018, staff has been collaborating with BCT to review the current Pelican Hopper route to ensure accessibility, effectiveness, and increased ridership; and

WHEREAS, staff sought to examine the existing routes to ensure the most connectivity and mobility that was possible to the Town and its visitors; and

WHEREAS, staff and BCT developed recommendations that included, but are not limited to, an adjustment in daytime hours, lengthening service along El Mar Drive, adjusting service during Friday Night Music, and prohibiting "Wave and Ride" for future service ("Route Adjustments"); and

WHEREAS, in accordance with section 2.4 of the ILA, the Town received consent from BCT to implement the Route Adjustments; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Route Adjustments subject to any further necessary approvals required by BCT.

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. **Authorization to Amend ILA, if Necessary.** The Town Manager is hereby authorized, if necessary, to execute an amendment to the ILA, attached hereto as Exhibit "A", in a form sufficient to the Town Attorney, in order to incorporate the Route Adjustments.

Section 3. **Route Adjustment Approved**. The Route Adjustments attached hereto as Exhibit "B" are hereby approved.

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

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

PASSED AND ADOPTED this _____ day of April, 2019.

_____
Mayor Chris Vincent

Attest:

_____
Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

Exhibit 2

TRANSIT DIVISION – Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

April 17, 2018

Ms. Debbie Hime
Special Projects Coordinator
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Re: Scope of Work for the Town of Lauderdale-By-The-Sea's Pelican Hopper Bus Service Analysis

Dear Ms. Hime,

It was a pleasure meeting with you on March 5, 2018 to discuss the details of the changes you are considering to the Town of Lauderdale-By-The-Sea's (LBTS) existing Pelican Hopper bus service route. Below is an outline of the scope and tasks that we believe will be helpful in assisting you with those modifications.

Scope of Work:

- Review of the current route's accessibility and effectiveness to service more LBTS neighborhoods
- Review of the number of hours and mileage, especially Wednesday, Friday, Saturday, and Sunday
- Review of the number of times the bus goes to Holy Cross Hospital
- Review of the stops to Galt Mile Library and Fort Lauderdale's Beach Community Center every day and/or every hour, since the Library is closed on Wednesdays and LBTS now has vibrant Community Center within the Town's boundaries that offers more and similar activities that are free
- Evaluate the holidays that it will or will not operate
- Re-evaluate route adjustments, for construction projects, special events or other occasions (e.g. El Mar Greenway Project, Friday Night Music (November – May), St. Patrick's Day, 4th of July, Christmas by the Sea, New Year's Eve, etc.)

Tasks:

1) **Task 1- Route accessibility and effectiveness**

   This task will review the following, to be completed by County staff:

   - Transit propensity (zero vehicle households, low income households, population over 65, population under 15); conducted through GIS analysis
   - Activity Center Connectivity Analysis (population density, employment density, key trip generators); Town staff will identify known trip generators and areas of interest within the town

- Frequency between other bus routes and corridors; conducted through GIS analysis
- System design considerations, including enhancement of transfers where available; conducted through a review of existing transportation options with GIS analysis
- Network connectivity.
- Existing land use, and future plans/policies/developments within the Town
- Existing bus stops, consideration of wave and ride potions, and bus stop spacing

2) **Task 2- Review hours and mileage for route**

This work will include the following:

- Conduct a route efficiency assessment; including segment/stop analysis by trip and day of week. This route assessment can be performed by either of the following:
    - This can be completed by Town staff/volunteers with County assistance to obtain the boardings and alighting, within a typical week (a Wednesday, Friday, Saturday, and Sunday). OR
    - This information can be obtained from the bus operator's passenger log sheets for a six-month period.
- Review bus stop activity analysis

3) **Task 3- Field Evaluation**

This task will encompass the following:

- Assist Town with development of a statistically valid survey to be conducted on-board, online and in major areas within Town (suggested Town Hall, condos, hotels) to identify areas to be served
- Develop a Sampling Plan for the on-board survey
- Work with town staff/volunteers to conduct and distribute a survey for a consecutive Wednesday-Friday period, and weekends at the following locations:
    - On-board for entirety of route (Wednesday, Friday, Saturday, and Sunday); if information is not obtained by the vendor for a six-month period
    - Holy Cross Hospital
    - Galt Mile Library
    - Fort Lauderdale's Beach Community Center
    - Online
    - Various town centers/residences, as identified by Town staff
- Review field evaluation analysis, and assist as appropriate on limited dates and time periods
- Coordinate with Hospital on busiest times of days, days of the week; Town staff to be responsible for coordination
- Conduct interview of current bus driver for feedback

4) **Task 4- Review Holidays and Special Events/Limited Route Adjustments/Other Occasions**

This work will include the following:

- County staff will review the Holidays that LBTS currently observes. Determine if there are any additional holidays that the Town would like to observe. The current holidays observed (as per current bus schedule) are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Day
- Review expected road closures for known special events and other occasions.
- Review previous Pelican Hopper route alignments and adjustment for past events

- Develop standard of procedures for limited route adjustments, road construction, etc.
- Develop route adjustments, as appropriate for known special events and other occasions

5) **Task 5- Public Involvement**

This task will be conducted by town staff and will include the following:

- Organize up to three (3) Public Meetings with County staff assistance, to review alternatives
- Coordinate on social media, as appropriate regarding analysis of Pelican Hopper and findings

6) **Task 6- Findings and Analysis**

This task will include the following:

- County staff will review findings and develop recommendations for route alignment, days of operation, hours operated, bus stops, areas served, and limited route adjustments as appropriate
- Coordinate with Town staff on alternatives and recommendations
- County staff and City staff will conduct a preliminary drive-through through the recommended route alignment
- Based on Town input, a final route will be determined.
- Develop schedule and maps accordingly

7) **Task 7- Project Management and Coordination**

This task will include the following:

- County staff will meet with Town staff for internal review
    - A kick-off meeting is recommended to agree on this scope of work, review existing data and the survey, and conduct a ride-along of the existing route with the Town Staff
- Town staff will provide County with data and information as needed

.

Sincerely,

Jacque-Ann D. Isaacs
Community Transit Officer

Cc: Barney L. McCoy, Director - Service and Capital Planning, BCT
Jennifer Melendez, Contracts/Grants Administrator, BCT
Tara Crawford, Senior Planner, BCT
Trevia Taylor, Superintendent of Transportation Scheduling, BCT
Tony Bryan, Deputy Town Manager, LBTS

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

for

COMMUNITY BUS SERVICE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

for

COMMUNITY BUS SERVICE

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "TOWN," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout TOWN; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner; and

WHEREAS, both COUNTY and TOWN agree that better public transportation for residents of TOWN and those persons traveling within or throughout TOWN is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of TOWN and those persons traveling within or throughout TOWN; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, TOWN has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

1.2 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.

1.3 **Board** - The Board of County Commissioners of Broward County, Florida.

1.4 **BCT** - The Broward County Transit Division.

1.5 **Community Bus Service** - The public transportation service, including Emergency Transportation Service, provided hereunder by TOWN through the use of its employees or by a third party that has entered into a contract with TOWN.

1.6 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.

1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.

1.9 **Emergency Transportation Service** – The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.10 **Revenue Service Hour** – The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.

1.11 **Vehicle(s)** - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "D."

ARTICLE 2

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY TOWN

2.1 ROUTES. Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.

2.2 USE OF CONTRACTOR. Community Bus Service may be performed by TOWN through the use of its employees or TOWN may enter into a contract with a third party to perform the services. In the event TOWN contracts with a third party, TOWN shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the TOWN in this Agreement.

2.3 ADA. TOWN shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. TOWN acknowledges and agrees that it shall not deviate or make changes to the Routes established in Exhibit "A," including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of Contract Administrator. TOWN further acknowledges and agrees that compensation under this Agreement is as set forth in Article 6, and COUNTY shall not compensate TOWN for any deviations or changes from the Routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator.

2.5 FARES. If TOWN determines a fare to be appropriate, TOWN may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, TOWN's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare TOWN shall:

(1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and

(2) TOWN shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and

(3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

2.6 PUBLIC HEARING REQUIREMENTS. TOWN, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

(1) Prior to the implementation or change in fares.
(2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
(3) Prior to establishing a new Community Bus Route.
(4) Prior to discontinuing any Community Bus Route in its entirety.

(5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

(1) A description of the contemplated service or fare change, as appropriate.
(2) The date, time, and accessible location of the hearing.
(3) The location and addressee to whom written comments may be sent.
(4) Criteria for requesting available accommodations and alternative formats.

2.6.1 In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. TOWN shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.2 TOWN shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(c)(1)(I) within seven (7) calendar days of the public hearing.

2.7 BUS STOPS. It shall be TOWN's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, TOWN shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by TOWN. TOWN shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and TOWN that TOWN's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this

Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. TOWN shall return any and all funds paid in advance to TOWN for services that were not performed prior to the date specified in the written notice of termination. TOWN shall return the funds within thirty (30) calendar days of receipt by TOWN of the notice of termination.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," TOWN, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require TOWN to authorize the use of Vehicle(s) leased to TOWN herein by any other TOWN that has an agreement with COUNTY for Community Bus Service. TOWN shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another TOWN as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.10 EMERGENCY RESPONSE PLAN: TOWN shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. TOWN shall allow any on-board surveys and/or inspections as may be requested by COUNTY.

2.12 PUBLIC TRANSIT PROVIDER. TOWN, as a contracted public transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code, as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

2.13.1 TOWN shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, TOWN shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). TOWN shall utilize every practicable safeguard so as to minimize the discharge of pollutants. TOWN shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.

2.13.2 TOWN shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.

2.13.3 TOWN shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

2.13.4 TOWN shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; TOWN shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.

2.13.5 TOWN shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. TOWN shall ensure that all vehicle operators meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide the training at no cost to the TOWN; however, TOWN shall be responsible for the

payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certification of Completion.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The TOWN must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the TOWN needs to have additional employees trained through the County's Operators Training program. The TOWN is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 TOWN shall at its sole cost and expense:

a. Provide base of operation for Vehicle(s), operators and Community Bus Service.

b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.

c. Comply with performance and safety standards required by Florida law and Chapter 14-90.

d. Hire, train, and supervise vehicle operators. The vehicle operators' mandatory training shall consist of on-site training as scheduled by Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.

e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every obligation and responsibility necessary to perform the Community Bus Services.

f. Carry out operational supervision.

g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at TOWN's sole expense.

h. Provide a means of communication between supervisors and operators.

i. Be available for and comply with COUNTY's monitoring and auditing programs.

j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that TOWN utilizes a third party to provide Community Bus Service, a representative

from the TOWN and a representative from the third party contractor shall attend the meetings.

k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.

l. Respond to Contract Administrator's requests for information in a timely manner.

m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."

n. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.

o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, TOWN shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.

2.14 SUSPENSION OF OPERATIONS: TOWN may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, TOWN shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

2.15 VEHICLE OPERATORS. TOWN shall obtain driving and criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. TOWN shall require its vehicle operators performing the services hereunder to notify TOWN within 24 hours of any conviction for any traffic violation (except parking). TOWN shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

2.15.1 TOWN shall not employ or retain any vehicle operators or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or

plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

a. No more than one (1) moving violation in the last three (3) years*.

b. An at-fault accident in the last three (3) years*.

c. A Failure to Appear or a Failure to Pay in the last three (3) years*.

d. A Reckless Driving in the last seven (7) years*.

e. A Driving Under the Influence (DUI) with the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.

f. A suspension within the last three (3) years*. One suspension for PIP permitted.

g. A Manslaughter resulting from the operation of a motor vehicle.

h. A Hit and Run or Hit and Run with Property Damage.

i. A Reckless Driving causing injury.

j. A DUI causing injury.

k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.2 TOWN shall provide current copies of the following records of all employees that operate the Vehicle(s) to the BCT Safety Manager, with a copy to Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

2.15.3 TOWN shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, TOWN shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. TOWN shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.

2.15.4 It shall be TOWN's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:

a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, TOWN shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.

b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.

c. Provide full utilization of Vehicle(s) to disabled passengers.

d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.

e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.

f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.

g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. TOWN while providing the Community Bus Services shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. TOWN agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, TOWN agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and

alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

TOWN agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

TOWN agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, TOWN shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. TOWN shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. TOWN shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."

2.19 ANNOUNCEMENTS. In the event that the Vehicle(s) is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

a. transfer points with other fixed-routes; and
b. other major intersections and destination points; and
c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 TOWN shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 TOWN shall comply with the provisions of 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). TOWN shall at all times, while providing the Community Bus Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. TOWN shall comply with the following:

a. TOWN, as a contracted public transit provider, shall comply with the all applicable requirements of Chapter 14-90.

b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service

c. Permit inspections, safety and security review by COUNTY and the state of Florida.

d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.

e. All accidents shall be reported immediately to the police.

f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.

h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.

i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.

k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

l. Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

m. The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.

n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

2.23 DRIVER TRAINING. COUNTY shall provide Florida Commercial Driver Licensed operators hired by TOWN or its sub-contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.

2.24 SCHEDULING AND ROUTING ASSISTANCE. All requests by TOWN for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by TOWN and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the TOWN upon TOWN's request.

2.25 TIMETABLES. COUNTY shall print and provide TOWN with bus route timetables to inform TOWN residents and passengers of the Community Bus Service.

ARTICLE 3

VEHICLES

3.1 LEASE. COUNTY shall lease to TOWN the wheelchair accessible, passenger Vehicle(s), as described on Exhibit "D" to be used in Community Bus Service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to TOWN for Ten Dollars ($10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by TOWN, TOWN at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by TOWN.

3.2 USE. Vehicle(s) shall be provided by the COUNTY to TOWN at least forty-eight (48) hours prior to the onset of the commencement of Community Bus Service and shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, TOWN shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. TOWN shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). TOWN shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.

3.3 REPLACEMENT. COUNTY reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of COUNTY. Any replacement of Vehicle(s) may be authorized by the Contract Administrator. In the event that a Vehicle(s) is replaced, Exhibit "D" shall be updated by the Contract Administrator. TOWN's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.4 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.5 SPARE VEHICLE(S). COUNTY, in its sole discretion, acting through it Contract Administrator may provide spare Vehicle(s) for use by the TOWN to perform Community Bus Service. In the event that spare Vehicle(s) are leased to the TOWN, Exhibit "D" shall be updated by the Contract Administrator to include the spare Vehicle(s). TOWN's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.6 INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the TOWN's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify TOWN as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by TOWN and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At COUNTY's request, TOWN shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

3.7 PRE-TRIP AND POST-TRIP INSPECTIONS. TOWN shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". TOWN shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. TOWN shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), TOWN shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.8 INSPECTION AND MAINTENANCE RECORDS. TOWN shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. TOWN shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the TOWN during the term of this Agreement. TOWN shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), TOWN shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

3.9 MAINTENANCE AND REPAIR. TOWN shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. TOWN shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

3.9.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, TOWN shall notify Contract Administrator in writing, and include the reason for the delay. TOWN must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Bus Service for more than ten (10) business days.

3.9.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). TOWN shall maintain the Vehicles in compliance with BCT's and manufacturer's standards for preventive maintenance. TOWN shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.

3.9.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by TOWN at TOWN's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed Two Thousand Dollars ($2,000.00).

3.9.4 TOWN shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.

3.9.5 TOWN shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.

3.10 SIGNAGE AND ADVERTISING. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

Above or beside the passenger entrance door(s)

On the exterior rear of the vehicle

On the exterior front of the vehicle

On the interior of the vehicle above the front windshield

3.10.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.

3.10.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA-compliant Route identification sign shall be displayed on the curb side of Vehicle(s) at all times.

3.10.3 TOWN shall maintain all interior signs placed by COUNTY.

3.10.4 TOWN shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, TOWN, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.

3.10.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

3.11 DAILY CLEANING. TOWN shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:

Exterior Wash

Interior windows cleaned

Mopping of non-carpeted floors with clean water and appropriate cleaning solution

Wiping down of non-upholstered seats with clean water and appropriate cleaning solution

Vacuuming of upholstered seats

Pest control

Wiping down of all hand rails with clean water and appropriate cleaning solution

Refuse, newspapers and other recyclable material remaining on board shall become the property of the TOWN. However, items found that are the belongings of customers shall be maintained and made available consistent with TOWN's Lost and Found Policy which policy shall

comply with Florida law. TOWN's Lost and Found Policy must be approved by the Contract Administrator.

3.12 TITLE. Title to the Vehicle(s) shall remain in COUNTY at all times, and the TOWN shall have no right, title or interest in the Buses except the possessory rights expressly set forth in this Agreement. Any act of TOWN purporting to create any claim, lien, or encumbrance shall be void. TOWN agrees at all times to keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at their expense, protect and defend COUNTY's title to the buses and COUNTY's right of possession against all others. TOWN shall redeliver the Vehicle(s) to COUNTY free of any liens, claims or encumbrances resulting from TOWN's use of the Vehicle(s). TOWN shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicle(s) that TOWN has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of whatsoever kind.

3.13 ANNUAL REGISTRATION. The annual registration of the Vehicle(s) will be processed by the COUNTY and the costs of such registrations will be paid by the COUNTY.

3.14 INSTALLATION OF EQUIPMENT. COUNTY may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at TOWN facilities. TOWN agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).

3.14.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation and training shall be at COUNTY's expense. COUNTY shall be responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

3.14.2 Delivery and Installation of AVL/MDC Equipment: COUNTY shall provide TOWN with no less than ten (10) calendar days prior notice of the date the AVL/MDC Equipment shall be installed in Vehicle(s) and TOWN shall make the Vehicle(s) available on the date established by COUNTY. COUNTY will install, or cause to be installed, the AVL/MDC Equipment at a site to be determined by COUNTY. At the time of installation of the AVL/MDC Equipment into Vehicle(s), COUNTY shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment installed in each vehicle and at

any TOWN facility. TOWN shall sign the document acknowledging receipt of the AVL/MDC equipment. TOWN agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.14.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide TOWN with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by TOWN to the designated representative of COUNTY during service hours. Upon receiving such inquiries or trouble reports, COUNTY shall either offer advice or propose possible solutions based on its preliminary appraisal of TOWN's description of the problem, or arrange for assistance from a maintenance service representative.

COUNTY shall pay for routine maintenance; provided, however, that TOWN shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

a. Use of the AVL/MDC Equipment or any component thereof in other than the manner for which it was installed.

b. Damage to the AVL/MDC Equipment by TOWN, its employees, agents, or third parties.

c. Modification of the installed AVL/MDC Equipment by TOWN which was not authorized by COUNTY.

d. Maintenance performed by TOWN without the authorization of COUNTY.

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. TOWN shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing TOWN to perform maintenance or repair service.

3.14.4 Risk of Loss: TOWN shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.

3.14.5 Restrictions: The following restrictions shall apply to TOWN's use of the AVL/MDC Equipment:

a. TOWN shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of TOWN purporting to create such a claim, lien, or encumbrance shall be void.

b. TOWN shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.

c. TOWN shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.

d. TOWN shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.

e. TOWN shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.

3.14.6 Reservation of Title: This Agreement does not provide TOWN with title or ownership of the AVL/MDC Equipment, but only a right of limited use for the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.

3.14.7 Training: COUNTY shall provide TOWN's employees with initial training in the operation of AVL/MDC Equipment at no cost to TOWN, provided, however, TOWN shall be responsible for the payment of any and all salary costs for those employees that participate in the training. COUNTY may provide additional training to TOWN's personnel at no cost to TOWN, provided, however, TOWN shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

3.14.8 TOWN shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.

3.15 DAMAGE. TOWN shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of TOWN, and any and all damage shall be repaired at the sole cost and expense of TOWN. TOWN shall provide the Public

Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4
COMPLAINTS

4.1 COUNTY shall provide TOWN with signs that include COUNTY's Customer Service Center contact information. TOWN shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. TOWN shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding TOWN's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the TOWN upon receipt.

4.1.1 Upon the receipt of any complaint, from whatever source, TOWN shall conduct the necessary investigation and respond in writing to each complainant. TOWN shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.

4.2 COUNTY shall provide TOWN with COUNTY's formally adopted Title VI Notice and Complaint procedures. The TOWN shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. TOWN shall display the Title VI Notice conspicuously on each Vehicle. In the event that TOWN shall receive any Title VI complaints, the TOWN shall forward the complaint to the Broward County Transit Division Compliance Manager.

4.3 TOWN shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.

4.4 At the request of COUNTY, TOWN shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by TOWN as expeditiously as possible.

ARTICLE 5
TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5.3 In the event services are scheduled to end due to the expiration of this Agreement, the TOWN agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. TOWN shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify TOWN of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 6

FINANCIAL ASSISTANCE

6.1 COUNTY agrees to pay TOWN Fifteen Dollars ($15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by TOWN ("Financial Assistance"). TOWN shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by TOWN solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay TOWN, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. TOWN acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate TOWN for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TOWN's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to TOWN to reimburse its expenses.

6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.

6.1.2 Following the termination of this Agreement for any reason, TOWN shall return to COUNTY any Financial Assistance paid in advance to TOWN for any Revenue Service Hour that were not actually performed by TOWN. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by TOWN prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid. TOWN shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 TOWN shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to TOWN at:

Finance Director
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.2 In the event that TOWN contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: TOWN's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, TOWN's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, TOWN's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due TOWN's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8

INSURANCE

8.1 TOWN is an entity subject to Section 768.28, Florida Statutes, and TOWN shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

8.2 In the event that TOWN contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:

8.2.1 INSURANCE: TOWN's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.

8.2.1 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. TOWN's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

8.2.2 The foregoing requirements represent minimum coverages that shall be contained in TOWN's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to TOWN's standard requirements for the Project.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided

by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement may be terminated for cause for reasons including, but not limited to, TOWN's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if TOWN is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the TOWN provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

9.4 In the event this Agreement is terminated for convenience, TOWN shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. TOWN acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by TOWN, for COUNTY's right to terminate this Agreement for convenience.

9.5 In the event this Agreement is terminated for any reason, any amounts due TOWN shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.

9.6 Upon termination of this Agreement for whatever reason, TOWN shall return the Vehicle(s) leased herein to COUNTY within seven (7) days of the termination date. TOWN shall return the Vehicle(s) to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. TOWN's obligation to return the Vehicle(s) to COUNTY in the condition it was

received shall include the removal of any painting or wrapping of the Vehicle(s) for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle(s) for return to COUNTY shall be the sole responsibility of TOWN. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle(s) prior to COUNTY's acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, TOWN shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the Vehicle(s), to conduct additional inspections of the Vehicle(s) and notify TOWN of any additional damage or defects to the Vehicle(s). In the event the COUNTY should determine that the Vehicle(s) is not in the same condition as it was when delivered to TOWN, normal wear and tear excepted, COUNTY will notify TOWN in writing and include relevant inspection reports, studies and any other documentation that support such findings. TOWN shall be responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to TOWN's use of the Vehicle(s). In the event that TOWN fails to make any repairs or remedy any deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and TOWN shall be responsible for all of COUNTY's costs. TOWN shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

EEO COMPLIANCE

10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. TOWN shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by TOWN to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

TOWN shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply

with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, TOWN represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from TOWN all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 11

TITLE VI

By execution of this Agreement, TOWN, as a subrecipient of FTA financial assistance, adopts Exhibit "H" as their Title VI Program. TOWN shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. TOWN shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. TOWN shall permit COUNTY to monitor TOWN for Title VI compliance in accordance with the Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

ARTICLE 12

MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, TOWN grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to TOWN shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent TOWN is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, TOWN shall:

12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of TOWN upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of TOWN to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN and its subcontractors that are related to this Project. TOWN and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of TOWN and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, TOWN or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

TOWN and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

TOWN shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

TOWN represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two

purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, TOWN further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether TOWN has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to TOWN or TOWN's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 THIRD PARTY BENEFICIARIES

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.7 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR TOWN:

Finance Director
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by TOWN of this Agreement or any right or interest herein without COUNTY's written consent.

TOWN represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of TOWN's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or TOWN is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude TOWN or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event TOWN is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, TOWN shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as TOWN.

12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.11 COMPLIANCE WITH LAWS

TOWN shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

12.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, TOWN AND**

COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

12.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN or others delegated authority to or otherwise authorized to execute same on their behalf.

12.18 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof TOWN waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this

Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" are incorporated into and made a part of this Agreement.

12.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12th day of August, 2014, and TOWN OF LAUDERDALE-BY-THE-SEA, signing by and through its TOWN MANAGER, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By _____
County Administrator

30th day of September, 2014

COUNTY COMMISSIONERS
CREATED OCT 1st 1915
BROWARD COUNTY FLORIDA

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____ 9/29/14
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By _____ 9/29/14
Signature (Date)

Risk Management Division

Jacqueline A. Binns
Print Name and Title above

Risk Insurance and
Contracts Manager

SVT:dmv
community bus 2014 (repaired) - lauderdale by the sea
07/30/14
07/17/14
14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE-BY-THE-SEA FOR COMMUNITY BUS SERVICE

TOWN:

ATTEST:

Clerk

(CORPORATE SEAL)

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Connie Hoffman, Town Manager

23 day of September, 2014.

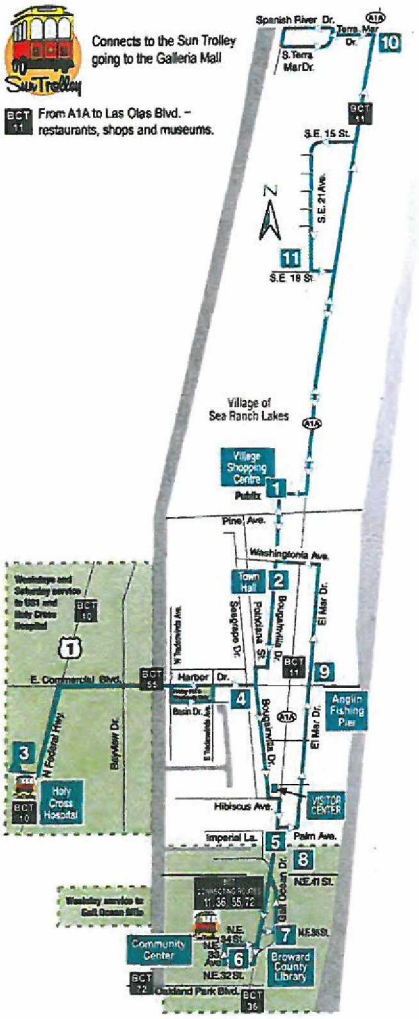
APPROVED AS TO FORM:

By: _____
Attorney

EXHIBIT "A"

Routes – Schedules & Maps

Exhibit "A"



Monday – Thursday (9 AM – 5:25 PM) • Friday (9 AM – 10 PM only)

VILLAGE SHOPPING CENTER	LAUDERDALE-BY-THE-SEA TOWN HALL	HOLY CROSS HOSPITAL & US 1	COMMERCIAL BLVD & SEAGRAPE DR	PALM AVE & A1A	FTL BEACH COMMUNITY CTR	GALT OCEAN MILE & NE 34 ST LIBRARY	GALT OCEAN DR & NE 41 ST	ANGLIN FISHING PIER	VILLAGE SHOPPING CENTER	TERRA MAR DR & A1A	SE 19 ST & A1A	VILLAGE SHOPPING CENTER
1	2	3	4	5	6	7	8	9	1	10	11	1
9:00a	9:02a	9:15a	9:23a	9:25a	9:27a	9:29a	9:32a	9:38a	9:40a	9:48a	9:53a	9:58a
10:00a	10:02a	10:15a	10:23a	10:25a	10:27a	10:29a	10:32a	10:38a	10:40a	10:48a	10:53a	10:58a
11:15a	11:17a	11:30a	11:38a	11:40a	11:42a	11:44a	11:47a	11:51a	11:55a	12:03p	12:08p	12:13p
12:15p	12:17p	12:30p	12:38p	12:40p	12:42p	12:44p	12:47p	12:51p	12:55p	1:03p	1:08p	1:13p
1:15p	1:17p	1:30p	1:38p	1:40p	1:42p	1:44p	1:47p	1:51p	1:55p	2:03p	2:08p	2:13p
2:20p	2:22p	2:35p	2:43p	2:45p	2:47p	2:49p	2:52p	2:56p	3:00p	3:08p	3:13p	3:18p
3:25p	3:27p	3:40p	3:48p	3:50p	3:52p	3:54p	3:57p	4:01p	4:05p	4:13p	4:18p	4:23p
4:27p	4:29p	4:42p	4:50p	4:52p	4:54p	4:56p	4:59p	5:03p	5:07p	5:15p	5:20p	5:25p
5:35p	**5:37p**		**5:45p**	**5:49p**				**5:52p**	**5:55p**	**6:01p**	**6:07p**	**6:10p**
6:12p	**6:14p**		**6:22p**	**6:26p**				**6:29p**	**6:32p**	**6:38p**	**6:44p**	**6:47p**
6:50p	**6:52p**		**7:00p**	**7:04p**				**7:07p**	**7:10p**	**7:16p**	**7:22p**	**7:25p**
7:30p	**7:32p**		**7:40p**	**7:44p**				**7:47p**	**7:50p**	**7:56p**	**8:02p**	**8:05p**
8:10p	**8:12p**		**8:20p**	**8:24p**				**8:27p**	**8:30p**	**8:36p**	**8:42p**	**8:45p**
8:50p	**8:52p**		**9:00p**	**9:04p**				**9:07p**	**9:10p**	**9:16p**	**9:22p**	**9:25p**
9:25p	**9:27p**		**9:35p**	**9:39p**				**9:42p**	**9:45p**	**9:51p**	**9:57p**	**10:00p**

Saturday (10 AM – 10 PM)

VILLAGE SHOPPING CENTER	LAUDERDALE-BY-THE-SEA TOWN HALL	COMMERCIAL BLVD & SEAGRAPE DR	PALM AVE & A1A	ANGLIN FISHING PIER	VILLAGE SHOPPING CENTER	TERRA MAR DR & A1A	SE 19 ST & A1A	VILLAGE SHOPPING CENTER
1	2	4	5	9	1	10	11	1
8:00a	8:02a	8:07a	8:09a	8:15a	8:19a	8:27a	8:32a	8:35a
8:35a	8:37a	8:42a	8:44a	8:50a	8:54a	9:02a	9:07a	9:10a
9:10a	9:12a	9:17a	9:19a	9:25a	9:29a	9:37a	9:42a	9:45a
9:45a	9:47a	9:52a	9:54a	10:00a	10:04a	10:12a	10:17a	10:20a
10:20a	10:22a	10:27a	10:29a	10:35a	10:39a	10:47a	10:52a	10:55a
10:55a	10:57a	11:02a	11:04a	11:10a	11:14a	11:22a	11:27a	11:30a
11:30a	11:32a	11:37a	11:39a	11:45a	11:49a	11:57a	12:02p	12:05p
12:05p	12:07p	12:12p	12:14p	12:20p	12:24p	12:32p	12:37p	12:40p
12:40p	12:42p	12:47p	12:49p	12:55p	12:59p	1:07p	1:12p	1:15p
1:15p	1:17p	1:22p	1:24p	1:30p	1:34p	1:42p	1:47p	1:50p
1:50p	1:52p	1:57p	1:59p	2:05p	2:09p	2:17p	2:22p	2:25p
2:25p	2:27p	2:32p	2:34p	2:40p	2:44p	2:52p	2:57p	3:00p
3:00p	3:02p	3:07p	3:09p	3:15p	3:19p	3:27p	3:32p	3:35p
3:35p	3:37p	3:42p	3:44p	3:50p	3:54p	4:02p	4:07p	4:10p
4:10p	4:12p	4:17p	4:19p	4:25p	4:29p	4:37p	4:42p	4:45p
4:45p	4:47p	4:52p	4:54p	5:00p	5:04p	5:12p	5:17p	5:20p
5:20p	5:22p	5:27p	5:29p	5:35p	5:39p	5:47p	5:52p	5:55p
5:55p	5:57p	6:02p	6:04p	6:10p	6:14p	6:22p	6:27p	6:30p
6:30p	6:32p	6:37p	6:39p	6:45p	6:49p	6:57p	7:02p	7:05p
7:05p	7:07p	7:12p	7:14p	7:20p	7:24p	7:32p	7:37p	7:40p
7:40p	7:42p	7:47p	7:49p	7:55p	7:59p	8:07p	8:12p	8:15p
8:15p	8:17p	8:22p	8:24p	8:30p	8:34p	8:42p	8:47p	8:50p
8:50p	8:52p	8:57p	8:59p	9:05p	9:09p	9:17p	9:22p	9:25p
9:25p	9:27p	9:32p	9:34p	9:40p	9:44p	9:52p	9:57p	10:00p

Sunday (8 AM – 10 PM)

VILLAGE SHOPPING CENTER	LAUDERDALE-BY-THE-SEA TOWN HALL	HOLY CROSS HOSPITAL & US 1	COMMERCIAL BLVD & SEAGRAPE DR	PALM AVE & A1A	ANGLIN FISHING PIER	VILLAGE SHOPPING CENTER	TERRA MAR DR & A1A	SE 19 ST & A1A	VILLAGE SHOPPING CENTER
1	2	3	4	5	9	1	10	11	1
10:00a	10:02a	10:14a	10:22a	10:24a	10:30a	10:34a	10:42a	10:47a	10:50a
10:50a	10:52a	11:04a	11:12a	11:14a	11:20a	11:24a	11:32a	11:37a	11:40a
11:40a	11:42a	11:54a	12:02p	12:04p	12:10p	12:14p	12:22p	12:27p	12:30p
12:30p	12:32p	12:44p	12:52p	12:54p	1:00p	1:04p	1:12p	1:17p	1:20p
1:20p	1:22p	1:34p	1:42p	1:44p	1:50p	1:54p	2:02p	2:07p	2:10p
2:10p	2:12p	2:24p	2:32p	2:34p	2:40p	2:44p	2:52p	2:57p	3:00p
3:00p	3:02p	3:14p	3:22p	3:24p	3:30p	3:34p	3:42p	3:47p	3:50p
3:50p	3:52p	4:04p	4:12p	4:14p	4:20p	4:24p	4:32p	4:37p	4:40p
4:40p	4:42p	4:54p	5:02p	5:04p	5:10p	5:14p	5:22p	5:27p	5:30p
5:35p	**5:37p**		**5:42p**	**5:44p**	**5:50p**	**5:54p**	**6:02p**	**6:07p**	**6:10p**
6:12p	**6:14p**		**6:19p**	**6:21p**	**6:27p**	**6:31p**	**6:39p**	**6:44p**	**6:47p**
6:50p	**6:52p**		**6:57p**	**6:59p**	**7:05p**	**7:09p**	**7:17p**	**7:22p**	**7:25p**
7:30p	**7:32p**		**7:37p**	**7:39p**	**7:45p**	**7:49p**	**7:57p**	**8:02p**	**8:05p**
8:10p	**8:12p**		**8:17p**	**8:19p**	**8:25p**	**8:29p**	**8:37p**	**8:42p**	**8:45p**
8:50p	**8:52p**		**8:57p**	**8:59p**	**9:05p**	**9:09p**	**9:17p**	**9:22p**	**9:25p**
9:25p	**9:27p**		**9:32p**	**9:34p**	**9:40p**	**9:44p**	**9:52p**	**9:57p**	**10:00p**

Bold Type Evening Services

EXHIBIT "B"

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

(5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

Limousines of South Florida, Inc.
(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of August, 20 14,

by Mark Levitt
(Name of person who's signature is being notarized)

as Vice President (Title) of Limousines of South Florida, Inc. (Name of Corporation/Company)

known to me to be the person described herein, or who produced
FL DL
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:
(Signature)
Ayana Caballero
(Print Name)

My commission expires: 6/11/17

AYANA CABALLERO NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires June 11, 2017
No. FF 26373

(05/2014)

EXHIBIT "C"

SCHEDULE OF REPORTS

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over $25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day

*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day

Notes:

CommunityBusReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator.

The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator.

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

EXHIBIT "D"

VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY

EXHIBIT "D"

Town of Lauderdale-By-The-Sea

Vehicle(s) Operating in Lauderdale-By-The-Sea

Leased Vehicle(s) for Fiscal Year 2015

Vehicle #	Year	Make	Seats	Asset	VIN
M1262	2013	ENC Aerotech	16/2	312225	1GB6G5BL0C1179170

(08/2014)

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

BUS #1262

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 731064602
B# 1450620

FLORIDA VEHICLE REGISTRATION

PLATE **TD1308** DECAL Expires **NO EXPIRATION**

YR/MK	**2013/ELDO**	BODY	**BU**			Reg. Tax	48.85	Class Code	97
VIN	**1GB6G5BL0C1179170**			TITLE	**110271455**	Init. Reg.		Tax Months	12
Plate Type	**NVR**	NET WT	**10414**	GVW	**14200**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	**566000531-01**					Sales Tax		Credit Months	
Date Issued	**11/14/2012**	Plate Issued	**11/14/2012**			Voluntary Fees			
						Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

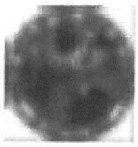
IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

CNTY#	AGY#	SUB#	RPT#
10	6	CAP	3548

AUDIT #



STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE

L# 2288190
T# 731064528
B# 1450620
S# 11928050

BUS # 12602

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR		WT/LENGTH	GVW/LOC
110271455	1GB6G5BL0C1179170	2013	ELDO	BU			10414	

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
11	14	12	ORT	PRIVATE							

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

SEX	BIRTHDATE MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
566000531-01	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	11/14/2012	XX		1,741 MILES 10/10/2012 ACTUAL	☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

☒ OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06 SCAN CODE MVT

BUS#1262

EXHIBIT "E"

PRE & POST TRIP INSPECTIONS INFORMATION

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
TRANSPORTATION DEPARTMENT

OPERATORS' BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____

BUS NO.: _____ RUN NO.: _____

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRE	DAMAGE WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE	GREEN LITE ON G.E. CAMERA? ☐ YES ☐ NO			

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX. **OK**

OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

702-247 2/09

BROWARD COUNTY
DIVISION OF MASS TRANSIT

OPERATOR'S BUS DEFECT REPORT

NAME _____ DATE _____

BUS# _____ RUN# _____

FIRE EXT.	NONE	AC/HEAT	NO AC	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRES	DAMAGED/WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FAREBOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER.	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT X IN OK BOX.

OTHER ITEMS

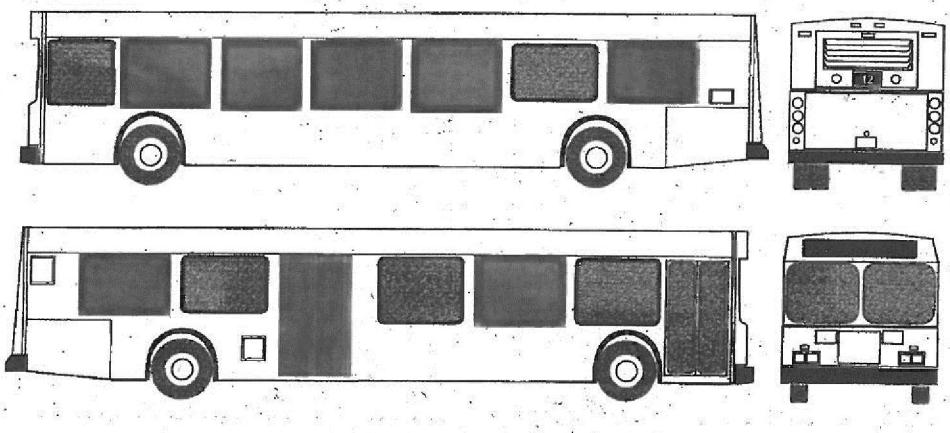
O.K.

	ACCELERATOR PEDAL		DIRTY OUTSIDE		ROOF HATCH
	INSECTS		DIRTY INSIDE		GRAB RAIL
	PASSENGER SIGNAL		GRAFFITI		STEPS—FRONT/REAR
	COMPART. DOORS		HORN		VISOR
	FLOOR MAT		NO TRIANGLES		NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES: _____

BCI-118



MARK AREAS OF BODY DAMAGE ON THE BUS ILLUSTRATION

EXHIBIT "F"

REVENUE SERVICE HOURS & INVOICE

EXHIBIT "F"

Town of Lauderdale-By-The-Sea

Annual Operating Funding - FY 2015

Community Bus Service - Community Route ($15.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Mon - Thur	9:00a-5:25p	45 min	7.83	202	$15.00	$23,724.90
1	Friday	9:00a-10:00p	45 min	11.33	49	$15.00	$8,327.55
1	Saturday	10:00a-10:00p	30 min	11.33	52	$15.00	$8,837.40
1	Sunday	8:00a-12:00	30 min	4.00	52	$15.00	$3,120.00
							$44,009.85

Community Bus Service - Park & Ride Loop ($15.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Sunday	12:00p-10:00p	10 min	10.00	52	$15.00	$7,800.00
							$7,800.00
		Total Annual Funding					**$51,809.85**

EXHIBIT "G"

INSURANCE CERTIFICATE

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$1 mil**	**$2 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY* **COMPREHENSIVE FORM** [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 1 mil**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorsement is required		
[x] **WORKERS' COMPENSATION** *If exempt: State Exemption Certificate or letter on company letterhead is required.* [x] **EMPLOYERS' LIABILITY**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	**$ 500 k**	
[ ] PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage period		
[ ] BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k **DED for WIND or WIND & FLOOD not to exceed 5% of completed value** CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	Completed Value form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

REFERENCE: Community Bus Service- BCT

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Moji Oderinde- BCT

Risk Management Division

Revised 2013

CERTIFICATE OF COVERAGE

Certificate Holder

BROWARD COUNTY
BROWARD COUNTY TRANSIT DIVISION
1 NORTH UNIVERSITY DRIVE SUITE 2401B
PLANTATION, FL 33324-2020

Administrator

Issue Date 10/7/13

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0324 **COVERAGE PERIOD:** FROM 10/1/13 **COVERAGE PERIOD:** TO 10/1/14 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- [X] Errors and Omissions Liability
- [X] Supplemental Employment Practice
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [ ] **Buildings**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] **Personal Property**
  - [ ] Basic Form
  - [ ] Special Form
- [ ] Agreed Amount
- [ ] Deductible N/A
- [ ] Coinsurance N/A
- [ ] Blanket
- [ ] Specific
- [ ] Replacement Cost
- [ ] Actual Cash Value
- [ ] **Miscellaneous**
  - [ ] Inland Marine
  - [ ] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [ ] Statutory Workers' Compensation
- [ ] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [ ] SIR Deductible N/A

Automobile/Equipment - Deductible

[X] Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — NA - Miscellaneous Equipment

Other

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $2,000,000 for General Liability and $1,500,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Community Bus Services

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea FL 33308

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENATIVES.

AUTHORIZED REPRESENATIVE

FMIT-CERT (10/2011)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2014

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 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

FRANKCRUM INSURANCE AGENCY, INC
100 S. MISSOURI AVE.
CLEARWATER FL 33756

CONTACT NAME:
PHONE (A/C, No, Ext): 1-800-277-1620 x4800
FAX (A/C, No): 727-797-0704
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

FrankCrum 1-800-277-1620
100 S MISSOURI AVENUE
CLEARWATER FL 33756

COVERAGES CERTIFICATE NUMBER: 248020 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	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		WC201400000	1/1/2014	1/1/2015	X WC STATUTORY LIMITS / OTHER	
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EFFECTIVE 01/01/2014, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO LIMOUSINES OF SOUTH FLORIDA, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER

TOWN OF LAUDERDALE BY THE SEA
4501 OCEAN DRIVE
LAUDERDALE BY THE SEA, FL 33308

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/09/2014

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 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
MARSH USA INC.
SUITE 400
1255 23RD STREET, N.W.
WASHINGTON, DC 20037

615840--ALL-13-14

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Interstate Insurance Company	32620
INSURER B :	Scottsdale Insurance Company	41297
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Limousines of South Florida, Inc.
2769 NW 62nd Street
Miami, FL 33142

COVERAGES **CERTIFICATE NUMBER:** CLE-004090816-01 **REVISION NUMBER:** 2

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			BCS0031515	02/18/2014	02/18/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			8199700-00	12/18/2013	12/18/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Town of Lauderdale by the Sea is included as an Additional Insured where required by written contract as respects to operations of the Named Insured.

CERTIFICATE HOLDER

Town of Lauderdale by the Sea
4501 Ocean Drive
Lauderdale by the Sea, FL 33308

CANCELLATION

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
of Marsh USA Inc.

Manashi Mukherjee

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

EXHIBIT "H"

TITLE VI

EXHIBIT "H"

City of _____ Title VI Program

Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal financial assistance, CITY, without regard to race, color, or national origin, operate and plan for transit services so that: transit benefits and services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision-making process are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary.

This Title VI Program for the CITY, a subrecipient of the COUNTY, was prepared in accordance with the requirements specified in the Federal Transit Administration (FTA), Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 2, 2012.

Title VI Notice and Complaint Procedures

All subrecipients use the COUNTY'S adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as followed:

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954)357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive Suite 3100A Plantation, Florida 33324.

Title VI Investigations, Complaints and Lawsuits

The CITY has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with COUNTY procedures.

Public Participation and Language Assistance Plans

The CITY shall in the absence of their own plans use the COUNTY's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

Planning or Advisory Boards

The CITY does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B Chapter III Sec 10. If such entities are created, the CITY will provide the COUNTY with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

Monitoring Subrecipients

The CITY is monitored by our primary recipient, the COUNTY. The monitoring process outlined by the COUNTY includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Bus meetings.

Facility Equity Analysis

The CITY does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B Chapter III Sec. 13. If plans are created the CITY will collaborate with the COUNTY to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

Service Standards

The CITY in agreement with the COUNTY will use the following service standards for community bus service. The CITY will collaborate with COUNTY to monitor service standards as necessary per FTA Circular 4702.1B.

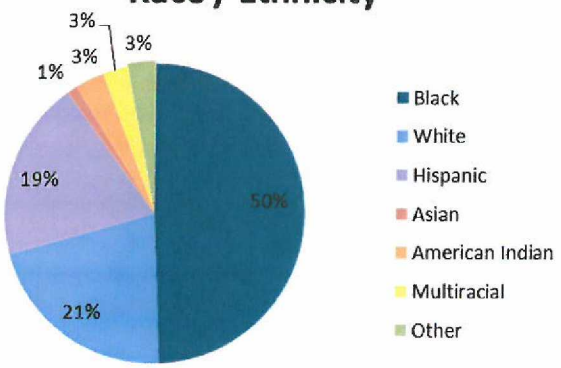
Type	Standard Description
Vehicle Load	1.25 capacity ratio for all vehicles.
Vehicle Headway	75 minute average headway all day.
On-Time Performance	80% On-Time Performance is expected of community bus routes. On-time is

	defined based on departures of 1 minute early to 5 minutes late.
Service Availability	Community bus routes operate to complement COUNTY local, breeze, express, and paratransit services. To the greatest extent possible community bus will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Bus stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold that cannot be addressed through additional service will be leased larger vehicles. The COUNTY is generally responsible for the procurement and replacement of transit vehicles.

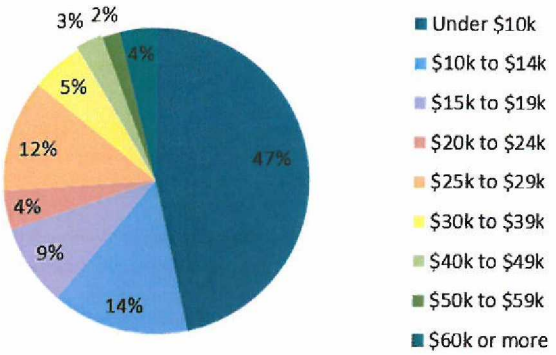
Community Bus Service Demographics

As a component of BCT's *Broward Connected* 10 Year Transit Development Plan (TDP), on-board surveys were conducted in March 2013 from randomly selected community bus trips. The charts below characterize the demographics of the entire community bus system. The CITY supports the COUNTY'S initiative to conduct on-board surveys every 5-years during the TDP process and understands that additional surveys are encouraged prior to a major service or fare change.

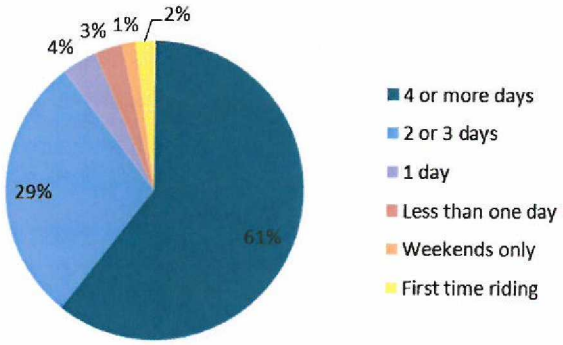
Race / Ethnicity



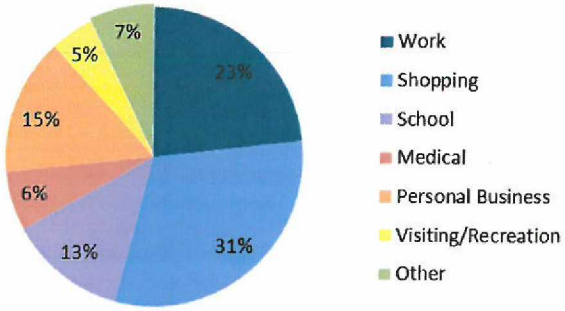
Annual Household Income



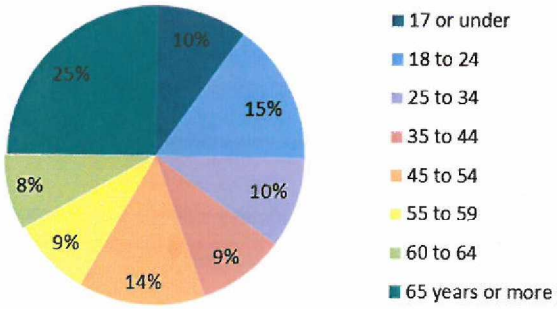
Frequency of Use



Trip Purpose



Age



TRANSIT DIVISION – Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

July 6, 2017

Bud Bentley, City Manager
City of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

RE: Interlocal Agreement Between Broward County and the City of Lauderdale-by-the- Sea for Community Bus Service

Dear Mr. Bentley,

Pursuant to Article 5, Term and Time of Performance, Section 5.1, I am hereby extending the term of the above referenced Interlocal Agreement for an additional one-year period from October 1, 2017 through September 30, 2018. Upon acceptance of this one-year extension, please sign and return this letter to Irvin Minney, Community Transit Officer to the address listed above.

Should you have any questions, please contact Irvin Minney at 954-357-7713 or email iminney@broward.org.

Sincerely,

Barney L. McCoy, Director
Service and Capital Planning
Broward County Transit Division

CC: "Tony" Bryan, Finance Director, Town of Lauderdale-by-the-Sea
Irvin Minney, Community Transit Officer, Broward County Transit Division

On behalf of the Town of Lauderdale-by-the-Sea, I hereby accept the One Year Term extension as referenced above on the Interlocal Agreement Between Broward County and the Town of Lauderdale-by-the-Sea for Community Bus Service.

B Bentley
Signature

Bud Bentley
Print Name

7-26-17
Date

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

TRANSIT DIVISION – Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

May 23, 2018

Mr. Bud Bentley
City Manager
City of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

RE: Interlocal Agreement between Broward County and the City of Lauderdale-By-The-Sea for Community Bus Service

Dear Mr. Bentley,

Pursuant to *Article 5, Term and Time of Performance, Section 5.1*, I am hereby extending the term of the above referenced Interlocal Agreement for an additional one (1) year period from October 1, 2018 through September 30, 2019. Upon acceptance of this one-year extension, please sign below and return this letter to Jacque-Ann Isaacs, Community Transit Officer, at the address listed above.

Should you have any questions, please contact Jacque-Ann Isaacs at (954) 357-7713 or jisaacs@broward.org.

Sincerely,

Barney L. McCoy
Director, Service and Capital Planning

C: Jacque-Ann D. Isaacs, Community Transit Officer, Broward County Transit
Gerald "Tony" Bryan, Deputy Manager, City of Lauderdale-By-The-Sea

---

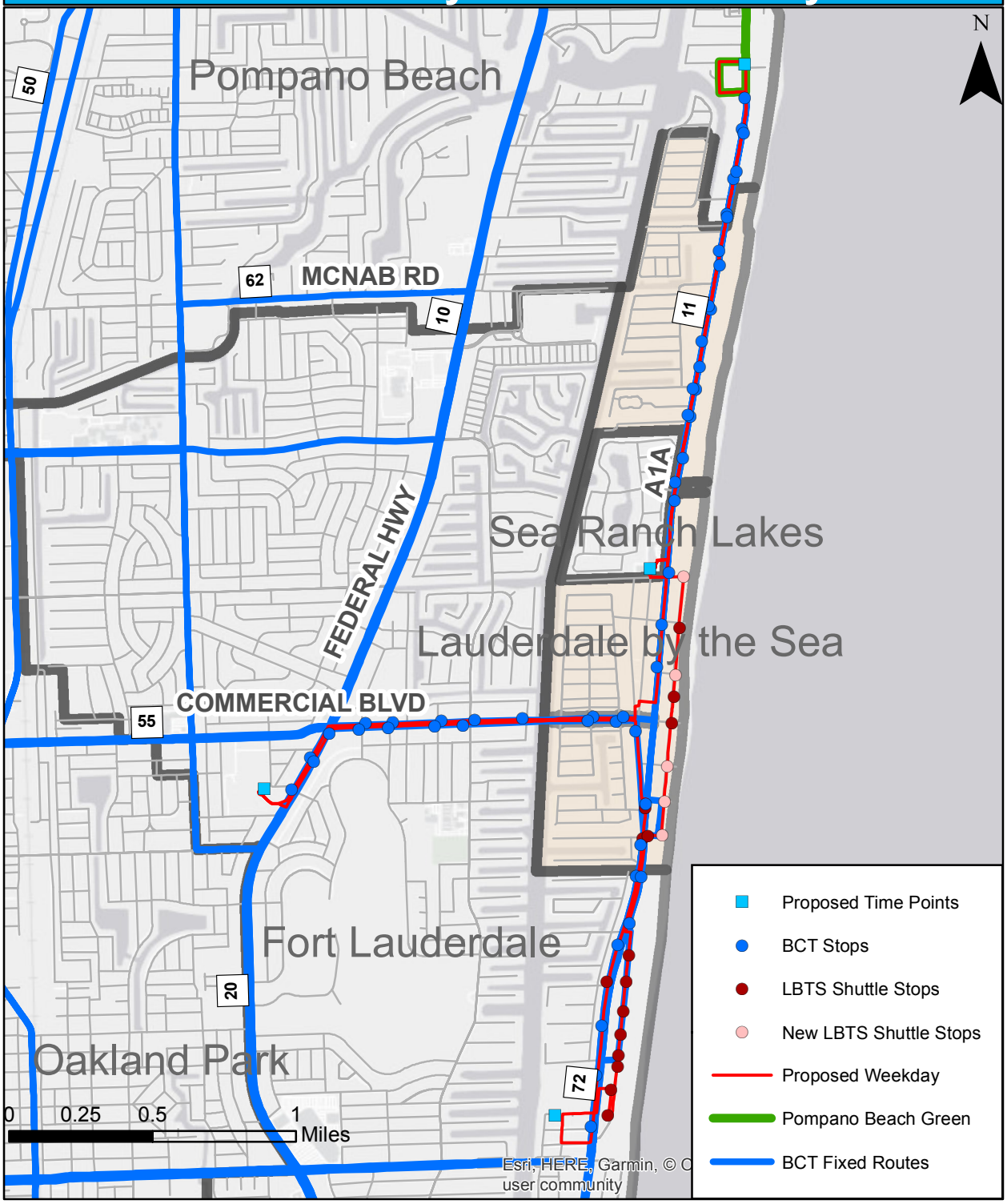
On behalf of the City of Lauderdale-By-The-Sea , I hereby accept the one-year term extension of the Interlocal Agreement between Broward County and the City of Lauderdale-By-The-Sea for Community Bus Service.

Signature

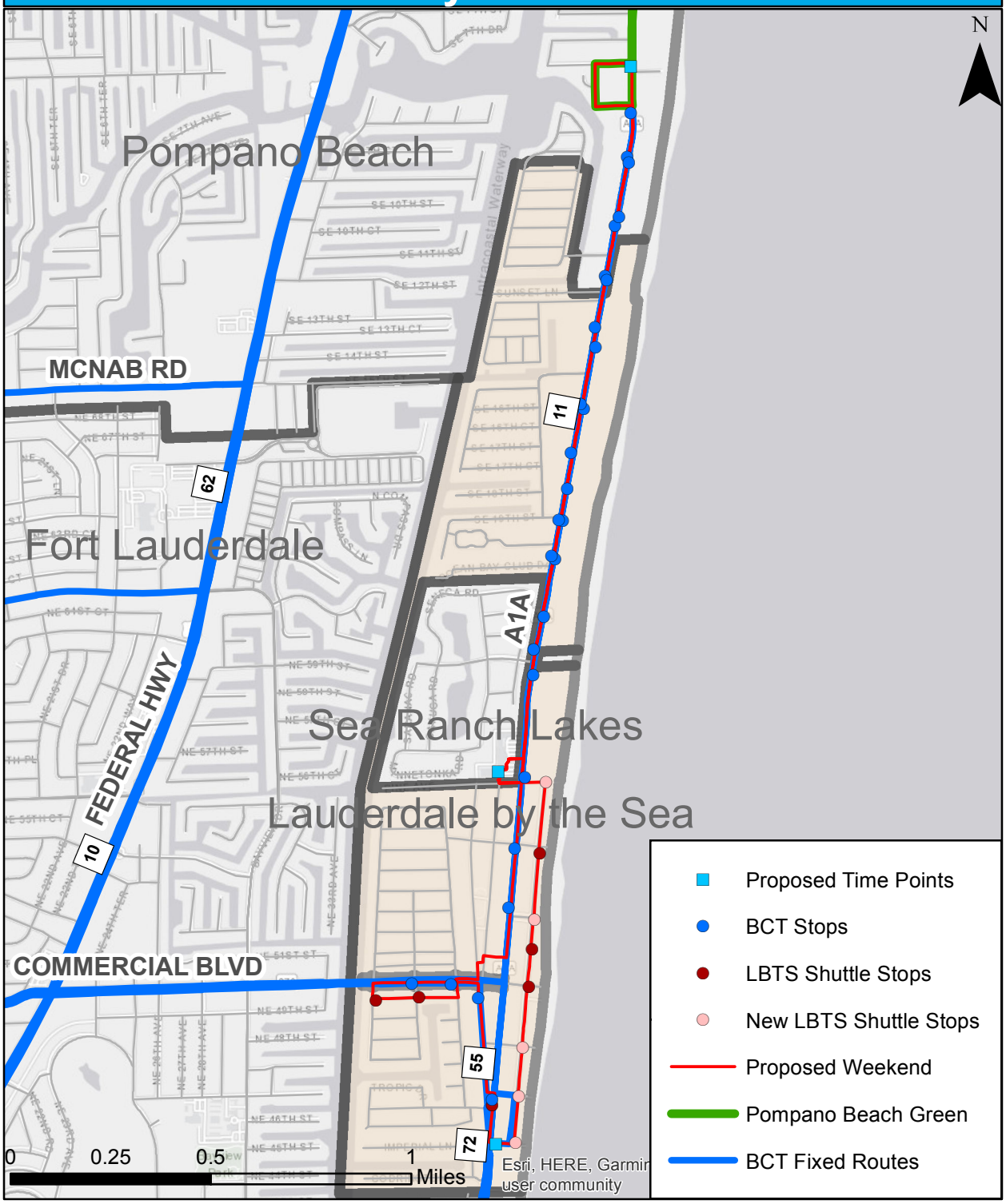
Bud Bentley
Print Name

5-29-2018
Date

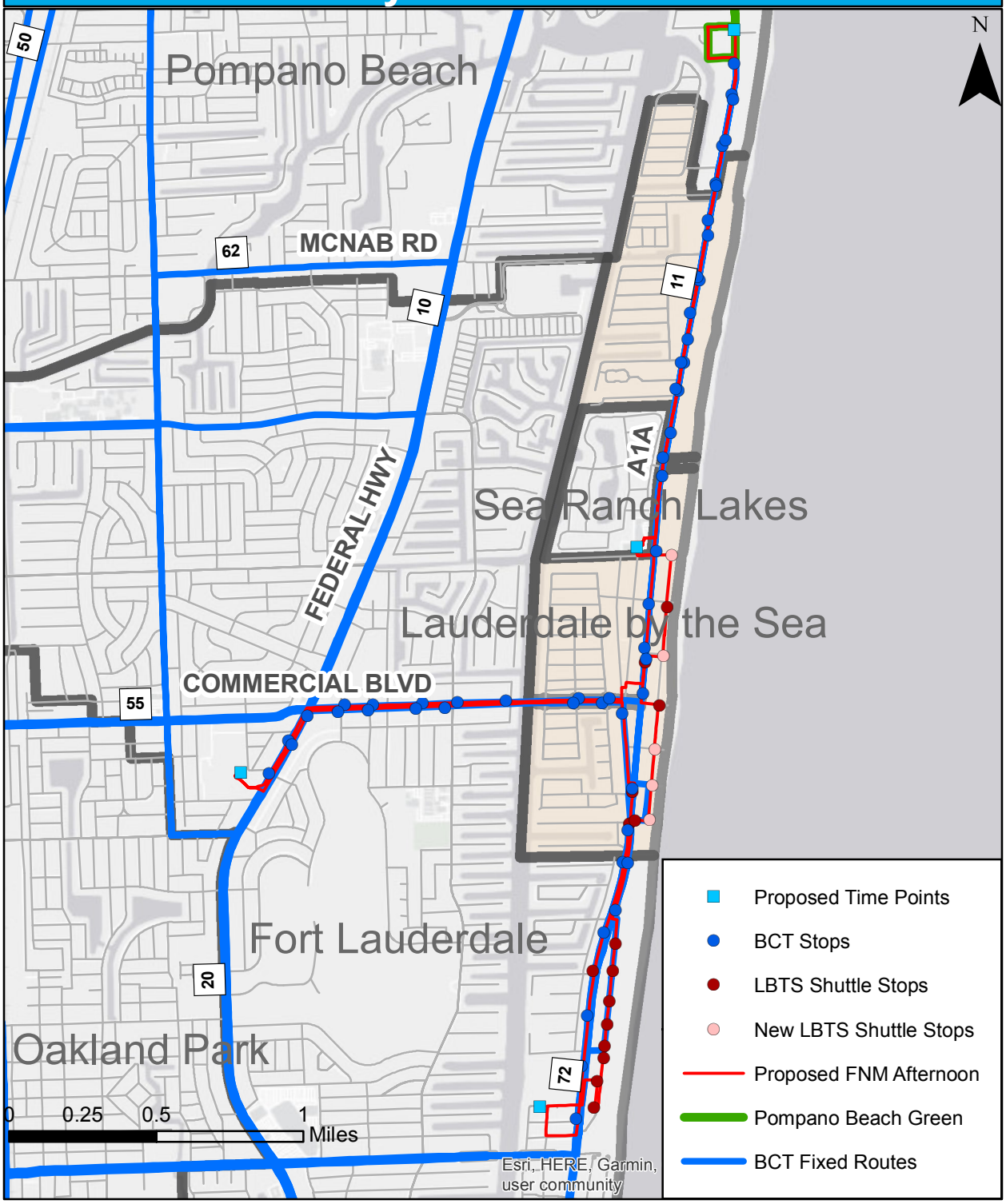
Lauderdale by the Sea Weekday



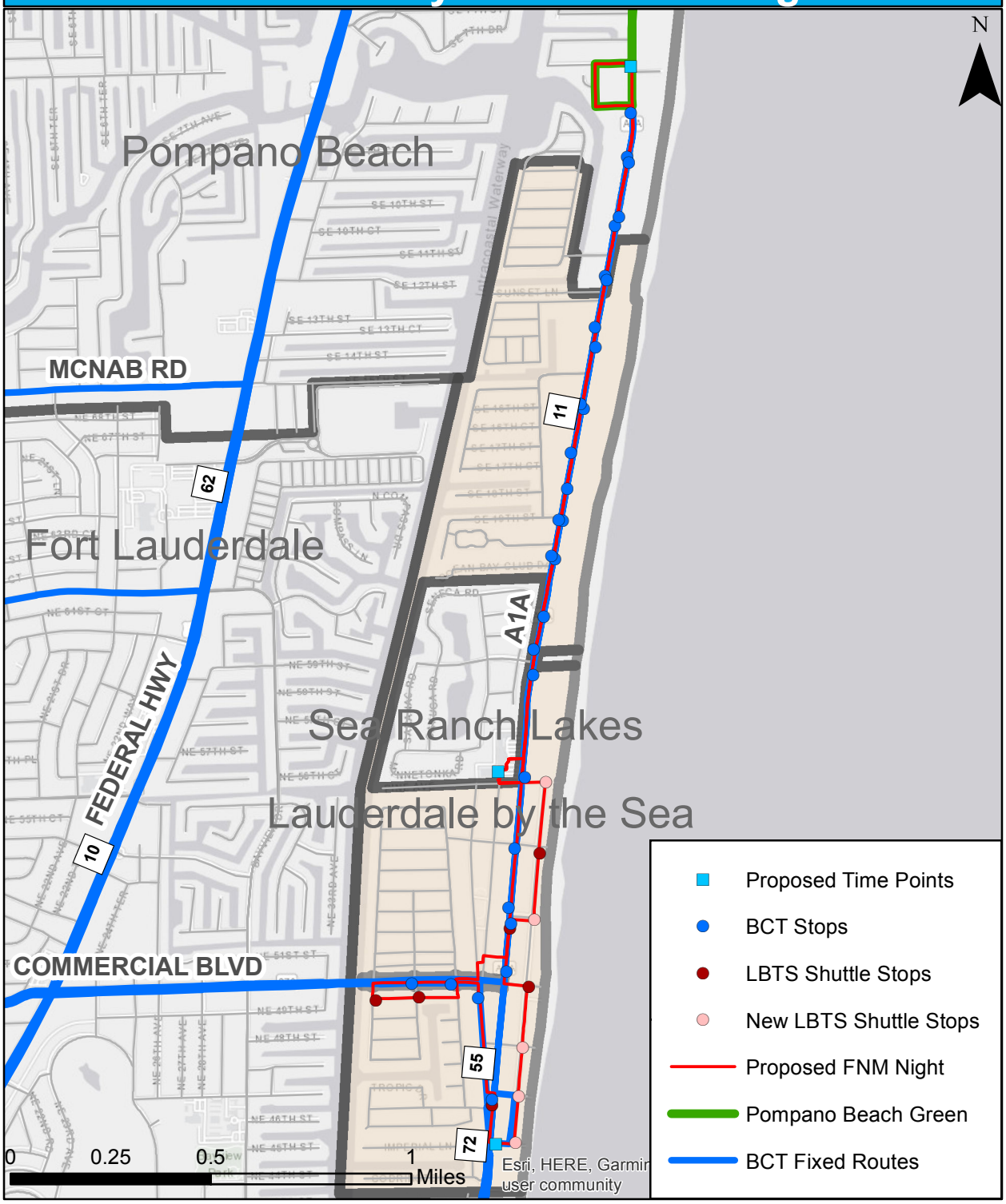
Lauderdale by the Sea Weekend



Lauderdale by the Sea FNM Afternoon



Lauderdale by the Sea FNM Night



Lauderdale by the Sea Community Shuttle Proposed Weekend Route

Time Point	Driving Directions
1	**Sea Ranch Center / Publix**
	LEFT on Pine Ave
	RIGHT on A1A
	RIGHT into parking lot just south of the Shore Haven
	LEFT on Bougainvilla Dr
	RIGHT on S El Prado Ave
	LEFT on Poinciana St
	RIGHT on Commercial Blvd
	LEFT on Sea Grape Dr
	RIGHT on Basin Dr
	RIGHT on W Trade Winds Ave
	RIGHT on Commercial Blvd
	RIGHT on Bougainvilla Dr
	LEFT on Hibiscus Ave
	RIGHT on A1A
	LEFT on Palm Ave
2	**Palm Ave and A1A**
	LEFT on El Mar Dr
	LEFT on Pine Ave
	RIGHT on A1A
	LEFT into Sea Ranch Center (Publix) parking lot
	LEFT in front of First Watch / Dunkin Donuts
	CONTINUE along building
1	**Sea Ranch Center / Publix**
	RETURN to Pine Ave
	LEFT on Pine Ave
	LEFT on A1A
	LEFT on SE 13 St
	RIGHT on Hibiscus Ave
	RIGHT on SE 12 St
	RIGHT on A1A
3	**Stinger's Bar & Grill / SE 12 St and A1A**
	CONTINUE southbound on A1A
	RIGHT into Sea Ranch Center (Publix) parking lot
	LEFT in front of First Watch / Dunkin Donuts
	CONTINUE along building
1	**Sea Ranch Center / Publix**

Lauderdale by the Sea Community Shuttle Proposed Weekend Route

Time Point	Driving Directions
1	**Sea Ranch Center / Publix**
	LEFT on Pine Ave
	RIGHT on A1A
	RIGHT into parking lot just south of the Shore Haven
	LEFT on Bougainvilla Dr
	RIGHT on S El Prado Ave
	LEFT on Poinciana St
	RIGHT on Commercial Blvd
	LEFT on Sea Grape Dr
	RIGHT on Basin Dr
	RIGHT on W Trade Winds Ave
	RIGHT on Commercial Blvd
	RIGHT on Bougainvilla Dr
	LEFT on Hibiscus Ave
	RIGHT on A1A
	LEFT on Palm Ave
2	**Palm Ave and A1A**
	LEFT on El Mar Dr
	LEFT on Pine Ave
	RIGHT on A1A
	LEFT into Sea Ranch Center (Publix) parking lot
	LEFT in front of First Watch / Dunkin Donuts
	CONTINUE along building
1	**Sea Ranch Center / Publix**
	RETURN to Pine Ave
	LEFT on Pine Ave
	LEFT on A1A
	LEFT on SE 13 St
	RIGHT on Hibiscus Ave
	RIGHT on SE 12 St
	RIGHT on A1A
3	**Stinger's Bar & Grill / SE 12 St and A1A**
	CONTINUE southbound on A1A
	RIGHT into Sea Ranch Center (Publix) parking lot
	LEFT in front of First Watch / Dunkin Donuts
	CONTINUE along building
1	**Sea Ranch Center / Publix**

Lauderdale by the Sea Community Shuttle Proposed FNM Afternoon Route

Time Point	Driving Directions
1	**Sea Ranch Center / Publix**
	LEFT on Pine Ave
	RIGHT on A1A
	RIGHT into parking lot just south of the Shore Haven
	LEFT on Bougainvilla Dr
	RIGHT on S El Prado Ave
	LEFT on Poinciana St
	RIGHT on Commercial Blvd
	LEFT on US 1
	RIGHT at first right after NE 48 St into Holy Cross Hospital
2	**Holy Cross Hospital and US 1**
	RETURN to US 1
	LEFT on US 1
	RIGHT on Commercial Blvd
	RIGHT on Bougainvilla Dr
	LEFT on Hibiscus Ave
	RIGHT on A1A
	RIGHT on NE 32 St
	RIGHT on NE 33 Ave
3	**Fort Lauderdale Beach Community Center**
	RIGHT on NE 34 St
	LEFT on A1A
	RIGHT on NE 35 St
	RIGHT into Library parking lot just before Galt Ocean Dr
	PROCEED thru lot and return to Galt Ocean Dr
	LEFT on Galt Ocean Dr
	LEFT on NE 41 St
	RIGHT on A1A
	RIGHT on Palm Ave
	LEFT on El Mar Dr
	LEFT on Commercial Blvd
	RIGHT on A1A
	RIGHT on S El Prado Ave
	LEFT on El Mar Dr
	LEFT on Pine Ave
	RIGHT on A1A
	LEFT into Sea Ranch Center (Publix) parking lot
	LEFT in front of First Watch / Dunkin Donuts
	CONTINUE along building
1	**Sea Ranch Center / Publix**
	RETURN to Pine Ave
	LEFT on Pine Ave

LEFT on A1A
LEFT on SE 13 St
RIGHT on Hibiscus Ave
RIGHT on SE 12 St
RIGHT on A1A

4 **Stinger's Bar & Grill / SE 12 St and A1A**
CONTINUE southbound on A1A
RIGHT into Sea Ranch Center (Publix) parking lot
LEFT in front of First Watch / Dunkin Donuts
CONTINUE along building
1 **Sea Ranch Center / Publix**

Lauderdale by the Sea Community Shuttle Proposed FNM Night Route

Time Point	Driving Directions
1	**Sea Ranch Center / Publix**
	LEFT on Pine Ave
	RIGHT on A1A
	RIGHT into parking lot just south of the Shore Haven
	LEFT on Bougainvilla Dr
	RIGHT on S El Prado Ave
	LEFT on Poinciana St
	RIGHT on Commercial Blvd
	LEFT on Sea Grape Dr
	RIGHT on Basin Dr
	RIGHT on W Trade Winds Ave
	RIGHT on Commercial Blvd
	RIGHT on Bougainvilla Dr
	LEFT on Hibiscus Ave
	RIGHT on A1A
	LEFT on Palm Ave
2	**Palm Ave and A1A**
	LEFT on El Mar Dr
	LEFT on Commercial Blvd
	RIGHT on A1A
	RIGHT on S El Prado Ave
	LEFT on El Mar Dr
	LEFT on Pine Ave
	RIGHT on A1A
	LEFT into Sea Ranch Center (Publix) parking lot
	LEFT in front of First Watch / Dunkin Donuts
	CONTINUE along building
1	**Sea Ranch Center / Publix**
	RETURN to Pine Ave
	LEFT on Pine Ave
	LEFT on A1A
	LEFT on SE 13 St
	RIGHT on Hibiscus Ave
	RIGHT on SE 12 St
	RIGHT on A1A
3	**Stinger's Bar & Grill / SE 12 St and A1A**
	CONTINUE southbound on A1A
	RIGHT into Sea Ranch Center (Publix) parking lot
	LEFT in front of First Watch / Dunkin Donuts
	CONTINUE along building
1	**Sea Ranch Center / Publix**

Town Commission Agenda Item Report

Meeting Date: April 23, 2019
Submitted by: Linda Connors
Submitting Department: Development Services
Item Type: Quasi Judicial Public Hearings
Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title:
Request for Site Plan (2019-SP-01) approval to develop an eight (8) dwelling unit multi-family residential building at 4433 Poinciana Street.

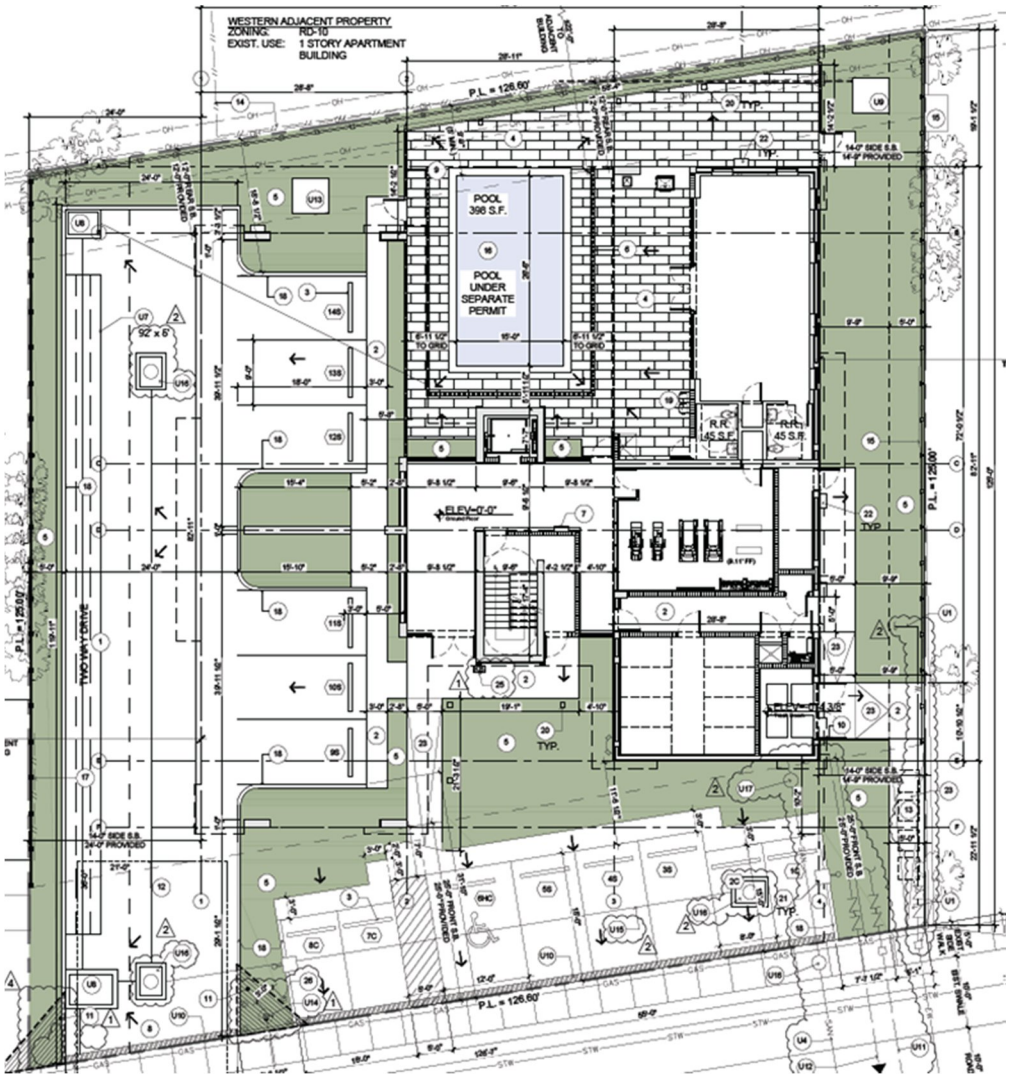
Rendering of Bonnan Site Plan

Explanation:
The Applicant, Primitivo Conde of Sol-ARCH on behalf of Bonnan Florida, LLC, has requested Site Plan approval for an eight (8) dwelling unit multi-family residential development on an approximately 0.36 acre parcel located at 4433 Poinciana Street. The subject property is located on the west side of Poinciana Street (LBTS 6-2 B Lot 63 N1/2, 64 and 65 Block 28) and is currently vacant.

In November of 2017, the Town Commission approved a Site Plan for a three (3)-story, eight (8) dwelling unit multi-family residential building at 4433 Poinciana Street. However, the original Site Plan approval expired, because more than 12 months elapsed before a building permit was issued. The Applicant is requesting Site Plan approval for the same plans that were approved in 2017. The ground floor will include resident services areas (trash, mailboxes, parking area, elevator and stairs) and amenities (fitness room, party room, pool and

deck). There will be four (4) units located on each of the two (2) upper floors. The total enclosed building area is approximately 12,596 square feet with approximately 2,700 square feet of open terraces, balconies and roof deck.

A total of fourteen (14) parking spaces are provided at the street level – six (6) of which are covered and eight (8) are open. The covered parking spaces are accessed by a driveway located on the South side of the building and the open parking spaces are located in front of the building. The covered parking spaces are screened by a wall and landscaping. There are four (4) compact parking spaces and one (1) handicap space provided. The submitted application and plans are attached as Exhibit 1.



Proposed Site Plan for 4433 Poinciana

The Site Plan application has been reviewed by Town staff for compliance with the Town's Code. In addition, the project has been reviewed by the Town's architect to ensure that it meets the Town's preferred Mid-Century Modern architectural style. The staff report is attached as Exhibit 2.

Notices were sent to all property owners in the surrounding 300 feet. We have received no written communication from the public regarding this request.

BOARD RECOMMENDATION: At the April 18, 2019 meeting, the Planning and Zoning Board reviewed the application (Exhibit 3). The Board recommended approval of the proposed Site Plan by a vote of 5 in favor none opposed, with the following conditions:

1. Adequate storm water facilities shall be provided to meet regulatory requirements. No off site drainage will be allowed.
2. The landscape plan may be amended to take into consideration plant availability and final site conditions, subject to approval by the Development Services Director, provided that in no instance will the landscape plan be allowed to fall below the code requirements.
3. The Applicant shall secure a building permit for the project within twelve months of the date of the development order approval (April 23, 2020).
4. The construction shall be in accordance with the submitted plans for the hearing entitled "Final Site Plan Review: Submittal #4," and dated March 26, 2019 and incorporated into this document as Exhibit 1 except as modifications may be required by the approved site plan and any changes required as part of the building permit and/or architectural review process.
5. 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.
6. All applicable state and federal permits shall be obtained before commencement of construction.
7. 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.

RECOMMENDATION: Staff recommends that the Commission approve the Site Plan, subject to the conditions as listed above and set forth in the Development Order (Exhibit 4).

Exhibits:
1. Site Plan Application
2. Town staff report
3. Planning and Zoning Board Draft Minutes
4. Development Order

Recommendation:
Staff recommends that the Commission approve the Site Plan, subject to the conditions as listed above and set forth in the Development Order

Attachments:
04-23-19 AM 2019-SP-01 Bonnan Bonnan Site Plan 3F52439.docx

Ex 1 2019-SP-01 Application and Plans.pdf

Ex 2 2019-SP-01 Bonnan Staff Report 3F3238202.docx

Ex 3 2019-SP-01 P&Z minutes 4-18-19.docx

Ex 4 2019-SP-01 Bonnan Site Plan Development Order 3F52569.docx

Application #: _____
BTR#: _____

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Department of Development Services
4501 N. Ocean Boulevard Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4210 Fax: 954-640-4654
www.lbts-fl.gov

DEVELOPMENT APPLICATION

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. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- ○ Abandonment
- ○ Administrative Adjustment-Level 1
- ○ Administrative Adjustment-Level 2
- ○ Architectural Review-Preliminary
- ○ Architectural Review-Final
- ○ Bicycle Racks
- ○ Conditional Use
- ○ Conditional Use Amendment-Level 1
- ○ Conditional Use Amendtment-Level 2
- ○ Conditional Use-Sign
- ○ Conditional Use-Transer Fee
- ○ Construction Time Extension
- ○ Development Order Extension
- ○ Encroachment Application
- ○ Landscape Plan
- ○ Landscape Plan Amendment
- ○ Parking Reduction-Level 1
- ○ Parking Reduction-Level 2
- ○ Preliminary Site Plan
- ○ Sidewalk Cafe
- ○ Sidewalk Cafe Modification
- ☑ Site Plan
- ○ Site Plan Modification-Level
- ○ 1 Site Plan Modification-
- ○ Level 2 Tree Removal
- ○ Variance-Single Family
- ○ Variance-All Other

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: BONNAN BY THE SEA Folio Number(s): 494318013660 494318013670

Street Address: 4433-4437 POINCIANA STREET LAUDERDALE-BY-THE-SEA, FL 33308

Subdivision Name: LAUDERDALE B-T-S- Block(s): 28 Lot(s): -NORTH 1/2 OF 6 -64+65

Name of Property Owner: BONNAN FLORIDA LLC Address of Property Owner: 10360 CAMEILLA ST, PARKLAND PARKLAND, FL 33076

Property Owner's Phone Number: _____ Property Owner's Email Address: TORRE1COBO@HOTMAIL.COM

Name of Applicant: PRIMITIVO CONDE Address of Applicant: 6780 SW 80TH STREET MIAMI,FL 33143

Applicant Phone Number: 305-740-0723 Applicant Email Address: P@SOL-ARCH.COM

Name of Agent (E.G.Contractor) Representing the Project: _____

Agent's Address: SAME AS APPLICANT Agent's Phone Number: _____ Email Address: _____

Land Use Plan Designation: MH Zoning District: RM-25

Existing/Type of Use of the Subject Property: VACANT LOT

Proposed Use of the Subject Property: MH - MULTI FAMILY RESIDENCE

As applicable, answer the following:

Existing Number of Units: 0 Proposed Number of Units: 8

Existing Square Footage: 0 Proposed Square Footage: 17,469 SF

250

DEVELOPMENT APPLICATION SIGNATURE PAGE

Print Name of Property Owner: RAMSES GOO Date: 3/26/19

Signature of Property Owner: _____

State of Florida: _____

County: MIAMI- DADE

SWORN AND SUBSCRIBED before me this 26 day of MARCH, 2019

The person signing is ____ Personally known to me or ✓ Has produced idenitification FDL # C125-720-46-227-0

Print Notary Name: MARISELA CONDE

My Commission expires: 07/24/2020

Notary Signature: _____

Notary Public State of Florida
Marisela Conde
My Commission FF 997338
Expires 07/24/2020

Print Name of Applicant: PRIMY CONDE Date: 3.26.19

Signature of Property Applicant: _____

State of Florida: _____

County: MIAMI - DADE

SWORN AND SUBSCRIBED before me this 26 day of MARCH, 2019

The person signing is ✓ Personally known to me or ____ Has produced idenitification _____

Print Notary Name: MARISELA CONDE

My Commission expires: 07/24/2020

Notary Signature: _____

Notary Public State of Florida
Marisela Conde
My Commission FF 997338
Expires 07/24/2020

FOR ADMINISTRATIVE USE ONLY:

Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Non-refundable Application Fee: _____

Cost Recovery Fee: _____

BONNAN BY-THE-SEA

4433 - 4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FLORIDA

FINAL SITE PLAN REVIEW: SUBMITTAL #4

MARCH 26, 2019

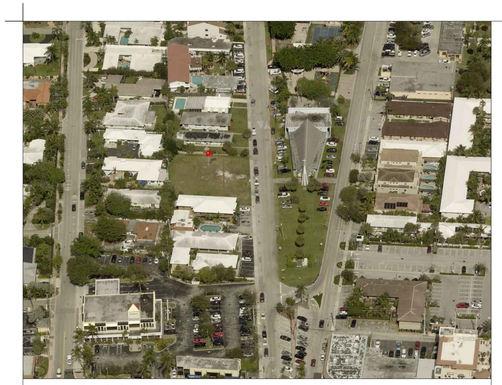
NEW RESIDENTIAL BUILDING

DRAWING INDEX

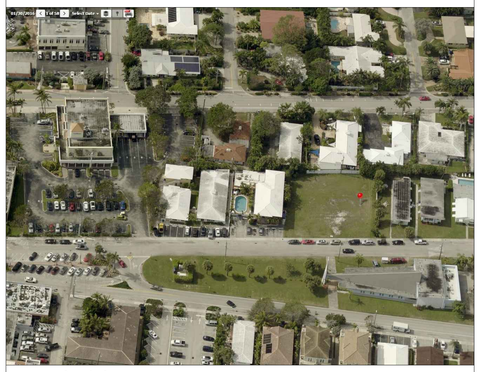
SHEET	TITLE	SHEET	TITLE	SHEET	TITLE
A000	COVER	L103	IRRIGATION PLAN	A212	UNIT TYPE 3 ENLARGED PLAN
A001	LOCATION PLAN / SITE IMAGERY	L104	IRRIGATION NOTES AND DETAILS	A213	UNIT TYPE 4 ENLARGED PLAN
	SURVEY	A105b	ADJACENT PROPERTIES & ZONING DISTRICT MAP	A300	BUILDING ELEVATIONS
A100	SITE PLAN	A200	GROUND FLOOR PLAN	A301	PRECAST CONC. FENCE ELEVATIONS
A101	SITE ANALYSIS / ZONING DATA	A201	SECOND FLOOR PLAN	A400	BUILDING SECTIONS
A102	SITE SETBACK PLAN	A202	THIRD FLOOR PLAN	A900	BUILDING PERSPECTIVES
A103	UTILITY PLAN	A203	ROOF PLAN	A901	BUILDING PERSPECTIVES
L100	EXISTING TREE DISPOSITION PLAN	A204	UPPER ROOF PLAN		
L101	LANDSCAPE PLAN	A210	UNIT TYPE 1 ENLARGED PLAN		
L102	LANDSCAPE NOTES AND DETAILS	A211	UNIT TYPE 2 ENLARGED PLAN		

Sol-ARCH

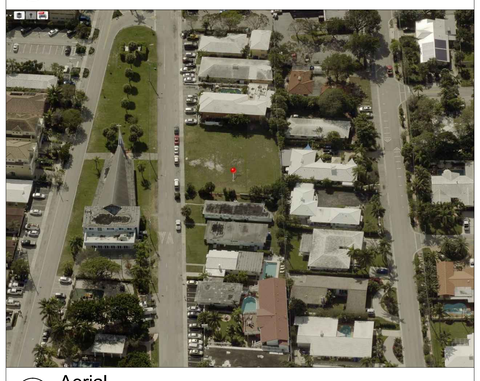
Sol-ARCH



1 Aerial
SCALE: NTS

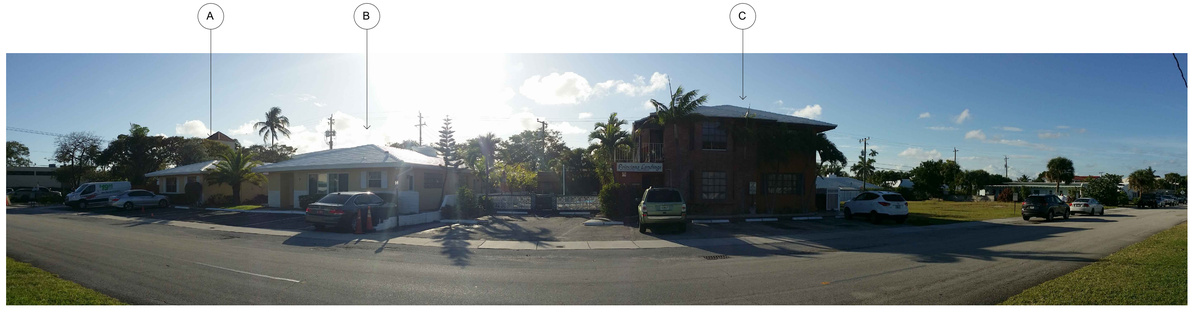


2 Aerial
SCALE: NTS

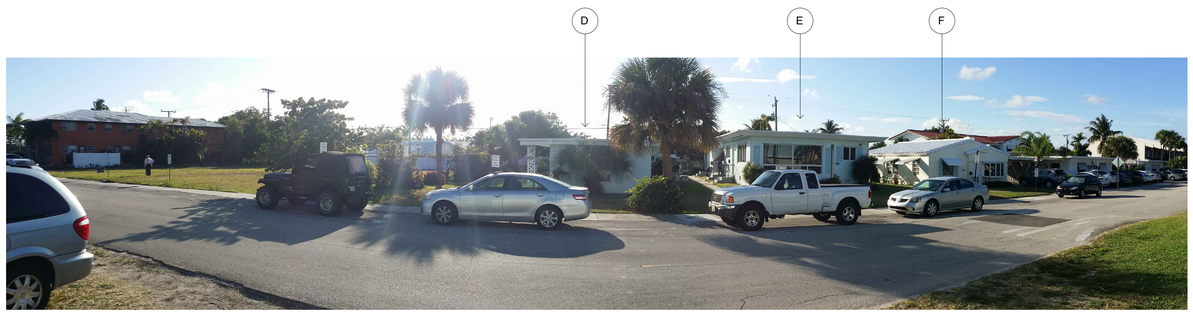


3 Aerial
SCALE: NTS

4 Aerial
SCALE: NTS



PANORAMIC VIEW 1

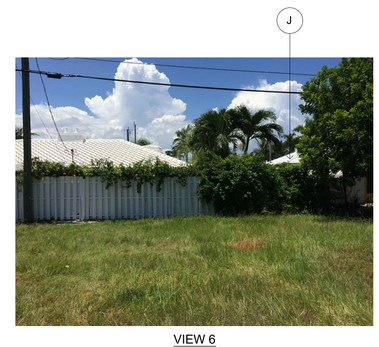


PANORAMIC VIEW 2

PANORAMIC VIEW 3

VIEW 4

VIEW 5



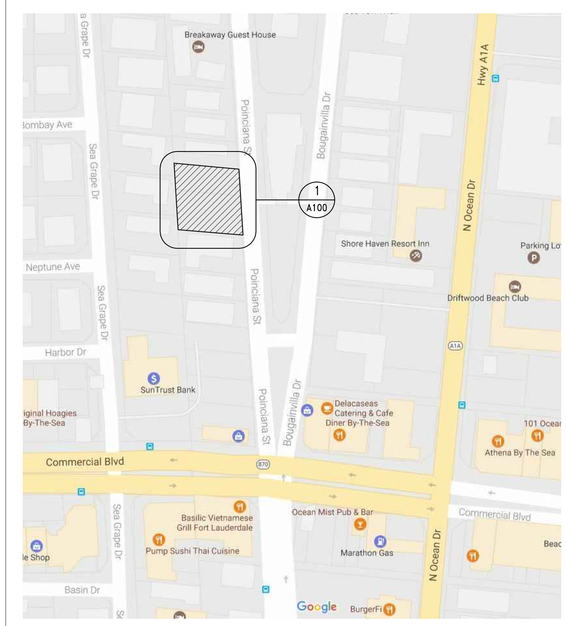
VIEW 6

5 Site Imegary
SCALE: NTS

FH (XXX') FIRE HYDRANT / DISTANCE TO PROPERTY CORNER	(1-3) PANORAMIC VIEW	(4-6) STANDARD VIEW	(A-J) ADJACENT STRUCTURE

6 Imagery Plan
SCALE: NTS

NORTH



7 Location Plan
SCALE: NTS

NORTH

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION

6780 SW 60TH STREET MIAMI FL 3314
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

253

REV. #	DATE	COMMENTS

FINAL SITE PLAN REVIEW: SUBMITTAL #2

BONNAN BY-THE-SEA

4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & PLANS AND ANY INSTRUMENTS OF SERVICE PREPARED BY THE ARCHITECT, INCLUDING ARCHITECT WHETHER THE PROJECT THEY ARE INTENDED FOR IS EXECUTED OR NOT, SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

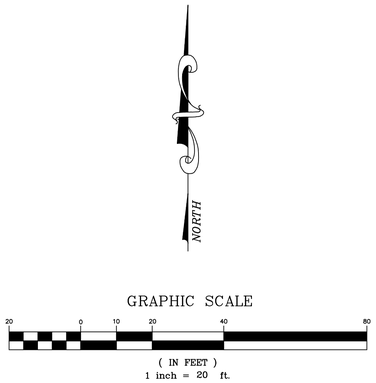
PROJ. NO.:	17-011-00
ISSUE DATE:	06-20-2017
PLOT DATE:	06-20-2017
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

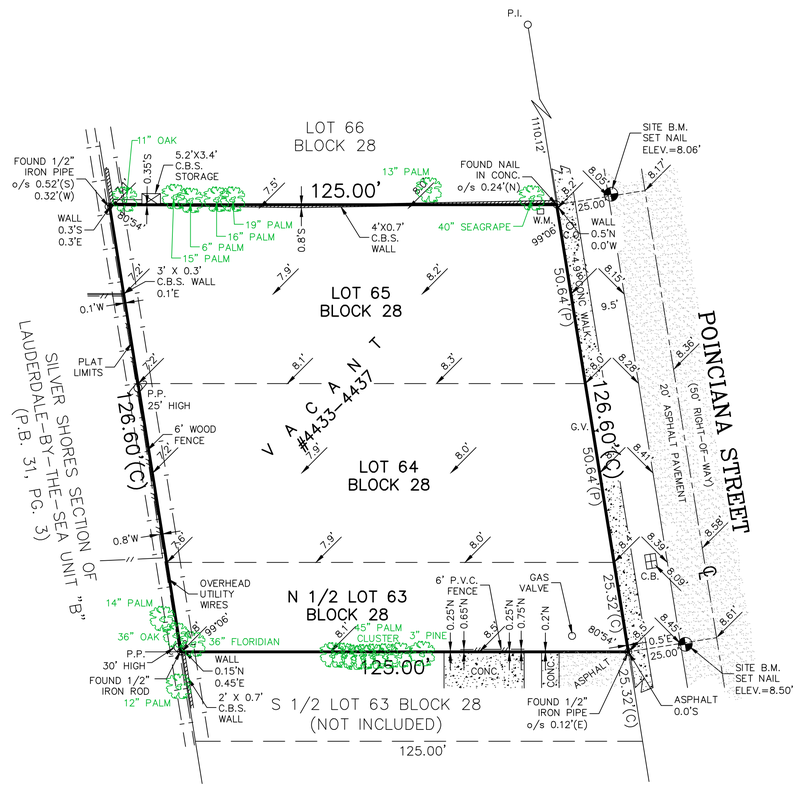
SHEET

Location Plan / Site Imagery

A001

Survey prepared by Pinnell Survey, Inc. Copyright © Jason H. Pinnell & Pinnell Survey, Inc.





LEGEND:

B.C.R.	= BROWARD COUNTY RECORDS
B.M.	= BENCHMARK
℄	= CALCULATED MEASUREMENT
C	= CENTERLINE
C.B.	= CATCH BASIN
C.B.S.	= CONCRETE BLOCK STRUCTURE
C.L.F.	= CHAIN LINK FENCE
C.O.	= CLEAN OUT
CONC.	= CONCRETE
C.L.P.	= CONCRETE LIGHT POLE
D	= DEED MEASUREMENT
ELEV.	= ELEVATION
F.P.L.	= FLORIDA POWER & LIGHT
G.V.	= GATE VALVE
L.P.	= LIGHT POLE
M	= MEASURED
M.H.	= MANHOLE
NAVD	= NORTH AMERICAN VERTICAL DATUM
NGVD	= NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	= OFFICIAL RECORDS BOOK
P	= PLAT MEASUREMENT
P.B.	= PLAT BOOK
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
TYP.	= TYPICAL
W.F.	= WOOD FENCE
P.P.	= POWER POLE
o/s	= OFFSET
A/C	= AIR CONDITIONING UNIT
	= FIRE HYDRANT
	= UTILITY POLE
	= SPOT ELEVATION

PINNELL SURVEY, INC.

PROFESSIONAL SURVEYORS AND MAPPERS
5300 WEST HILLSBORO BOULEVARD, SUITE 215-A
COCONUT CREEK, FLORIDA 33073
PHONE: (954)418-4940 FAX: (954)418-4941
LICENSED BUSINESS #6857

PROJECT ADDRESS: 4433 & 4437 POINCIANA STREET
LAUDERDALE BY THE SEA, FL 33308

CERTIFY TO:

1. BONNAN FLORIDA LLC
2. NELSON TARACIDO, P.A.
3. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION:

THE NORTH 1/2 OF LOT 63, AND ALL OF LOTS 64 AND 65, BLOCK 28 OF "LAUDERDALE BY THE SEA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, AT PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ENCROACHMENT NOTES:

1. CONCRETE AND ASPHALT CROSS OVER THE SOUTHERLY PROPERTY LINE.
2. 2 FOOT C.B.S. WALL CROSSES OVER THE SOUTHERLY PROPERTY LINE.
3. 3 FOOT C.B.S. WALL CROSSES OVER THE WESTERLY PROPERTY LINE.
4. 4 FOOT C.B.S. WALL CROSSES OVER THE NORTHERLY AND EASTERLY PROPERTY LINES.
5. C.B.S. STORAGE CROSSES OVER THE NORTHERLY PROPERTY LINE.

GENERAL NOTES:

1) TYPE OF SURVEY: BOUNDARY
2) IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
5) UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
6) ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
7) UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
8) FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
9) THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
10) ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
11) REFERENCE BENCHMARK: BROWARD COUNTY ENGINEERING BENCHMARK NO. 3383, ELEVATION = 12.06'(NGVD '29) / 10.48'(NAVD '88)
12) REFERENCE BENCHMARK ELEVATION DATUM WAS CONVERTED FROM NGVD '29 TO NAVD '88 USING CORPSCON 6.0.1.
13) TREE DESCRIPTIONS SHOWN HEREON ARE GENERAL IN NATURE AND SHOULD BE VERIFIED.
14) BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON IS LOCATED WITHIN A FLOOD ZONE "X" WITH NO BASE FLOOD ELEVATION DETERMINED, AS SHOWN ON F.I.R.M. MAP 125123-0378-H, BEARING A MAP EFFECTIVE DATE OF 08/18/14.
15) DATE FIELDWORK PERFORMED: 04/02/12 (FIELD BOOK 411, PAGE 50)
16) DRAWN BY: J.H.P. & Q.D.I. CHECKED BY: J.H.P.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

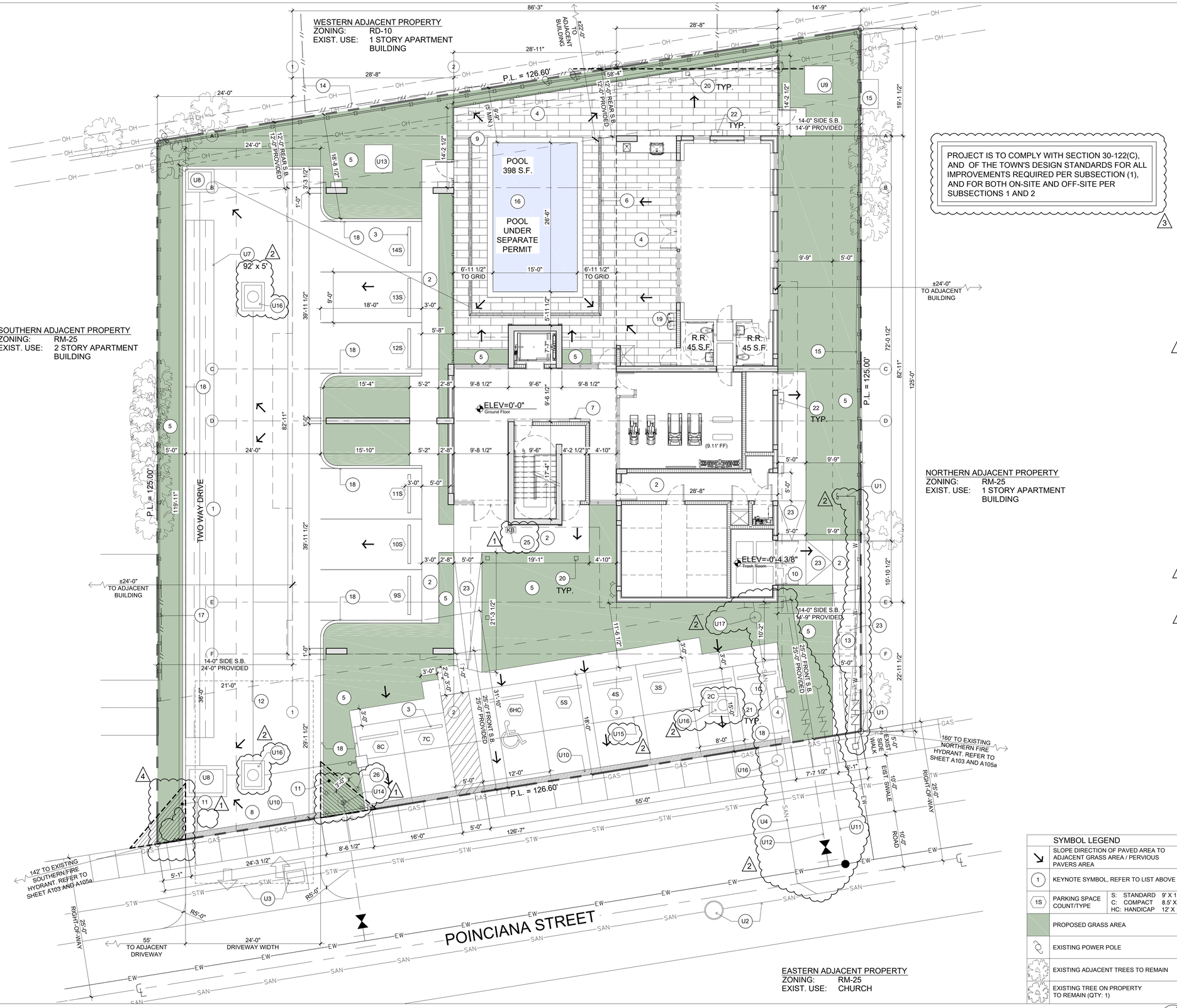
JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734 – STATE OF FLORIDA

REVISIONS:

REVISION	DATE	CHECKED BY
UPDATE SURVEY WITH ELEVATIONS (14-1859)	11/19/14	J.P.
UPDATE SURVEY AND ELEVATIONS (17-0231)	2/15/17	J.P.
UPDATE SURVEY, ELEVATIONS, TREE (17-0922)	6/08/17	J.P.
CONVERT SURVEY TO LARGE SHEET (17-1404)	8/24/17	J.P.

PROJECT NAME: BONNAN FLORIDA LLC JOB NO.: 12-0424

Survey prepared by Pinnell Survey, Inc. Copyright © Jason H. Pinnell & Pinnell Survey, Inc.



1 Site Plan
SCALE: 1/8" = 1'-0"

PROJECT IS TO COMPLY WITH SECTION 30-122(C), AND OF THE TOWN'S DESIGN STANDARDS FOR ALL IMPROVEMENTS REQUIRED PER SUBSECTION (1), AND FOR BOTH ON-SITE AND OFF-SITE PER SUBSECTIONS 1 AND 2 (3)

SITE PLAN KEY NOTES

1	CONC. DRIVEWAY
2	CONC. WALKWAY
3	PARKING STOP, TYP.
4	POOL DECK, TILE FINISH (TO BE SELECTED BY OWNER)
5	LANDSCAPED / SOD AREA. REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION ON SHEETS L100-L104
6	SHALLOW TRENCH DRAIN
7	4 DOOR (DOUBLE ROW) USPS APPROVED RECESSED MAILBOX CABINETS
8	NEW DRIVEWAY ENTRANCE
9	POOL ENCLOSURE: 5'-0" TALL ALUMINUM FENCE
10	ALUM. SWING GATE / TRASH ENCLOSURE
11	10' X 10' TRIANGLE OF VISIBILITY. NOTHING TO BE ERECTED, PLACED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER WITHIN A TRIANGLE OF VISIBILITY AS SO TO MATERIALLY IMPEDE A VISION BETWEEN A HEIGHT OF 2'-6" AND 8'-0" ABOVE ESTABLISHED GRADE, MEASURED AT THE DRIVEWAY OR AT THE TRIANGLE OF VISIBILITY INTERSECTION
12	AERIAL APPARATUS SET UP SITE
13	PROPOSED LOCATION FOR TRASH PICKUP
14	ADJACENT 6' TALL WOOD FENCE TO REMAIN
15	PORTION OF EXISTING BLOCK WALL / STRUCTURE ENCROACHING SITE TO BE REMOVED
16	15' X 26.5' POOL (UNDER SEPARATE PERMIT)
17 (3)	ADJACENT PVC FENCE TO BE REMOVED
18	6" RAISED CURB, TYPICAL FOR ALL CURBS
19	HI-LOW WATER COOLER
20	LED BOLLARD LIGHTING, TYP.
21	LED AREA LUMINAIRE, POST MOUNTED AT 15'-0" ABOVE GRADE
22	LED WALL PACK FIXTURE, TYP.
23	CONC. RAMP (MAX 2% SLOPE), MAX. RISE < 6"
(1) 24	NOT USED (4)
25	KNOX BOX FOR FIRE DEPARTMENT ACCESS. G.C. TO COORDINATE WITH FIRE DEPARTMENT FOR REQUIREMENTS AND APPLICATION
26	BOLLARD, SEE DETAIL 6/A100c

UTILITY KEY NOTES

U1	WATER METER AND PROP. WATER CONNECTION TO PROPOSED PROJECT
U2	EXISTING 8" SANITARY LINE AND EXISTING SANITARY MANHOLE
U3	EXISTING STORM WATER LINE AND EXISTING CATCH BASIN (NO PROPOSED CONNECTIONS)
U4	PROPOSED SEWER/LATERAL CONNECTION TO PROPOSED PROJECT
U5 (4)	NOT USED
U6	NOT USED
U7	PROPOSED EXFILTRATION TRENCH
U8	PROPOSED DITCH TO BOTTOM INLET
U9	ELECTRICAL TRANSFORMER
U10	1'-0" WIDE X 1'-0" DEEP TRENCH DRAIN, COORDINATE WITH CIVIL DRAWINGS
U11	PROPOSED 1" IRRIGATION LINE AND BACKFLOW
U12	PROPOSED 6" FIRE LINE CONNECTION AND BACKFLOW
U13	POOL EQUIPMENT PAD
(1) U14	NEW FIRE HYDRANT, SEE CIVIL PLANS.
U15	PROPOSED 18" DIA. SOLID HDPE 80' LONG
U16	PROPOSED LATEST FDOT INDEX 232 TYPE D STRUCTURE DRAINAGE WELL W/ SOLID COVER
(2) U17	PROPOSED CLEANOUT

GENERAL NOTES

-	SEE SHEET L100 - L104 FOR LANDSCAPE AND IRRIGATION PLAN / NOTES
-	SEE SHEET A100a FOR SITE ANALYSIS AND ARE BREAKDOWN
-	SEE SHEET A100b FOR SETBACKS / BUILDING HEIGHT INFORMATION
-	SEE SHEET A200 FOR ENLARGED GROUND FLOOR PLAN
-	SEE SHEET A302 FOR PROPOSED PRECAST FENCE ELEVATIONS
-	SLOPE ALL WALKWAYS TO GRASS AREAS AT 1/8"/FT MIN.
-	EXISTING BLOCK WALLS ENCROACHING ALONG THE NORTHERLY, SOUTHERLY, AND WESTERLY PROPERTY LINES TO BE REMOVED

SYMBOL LEGEND

	SLOPE DIRECTION OF PAVED AREA TO ADJACENT GRASS AREA / PERVIOUS PAVERS AREA
1	KEYNOTE SYMBOL, REFER TO LIST ABOVE
1S	PARKING SPACE COUNT/TYPE — S: STANDARD 9' X 18'; C: COMPACT 8.5' X 15'; HC: HANDICAP 12' X 18'
	PROPOSED GRASS AREA
	EXISTING POWER POLE
	EXISTING ADJACENT TREES TO REMAIN
	EXISTING TREE ON PROPERTY TO REMAIN (QTY: 1)

LINE TYPE LEGEND

	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)
	BUILDING / BALCONY OUTLINE ABOVE
OH	OVERHEAD LINES
W	WATER CONNECTION LINE
EW	EXISTING WATER MAIN LINE
STW	STORM WATER LINE
GAS	GAS LINE
SAN	SANITARY LINE
	EXISTING FENCE
	PROPOSED 6' TALL CONCRETE FENCE
	PROPOSED ALUMINUM POOL ENCLOSURE
	PROPOSED UNDERGROUND POWER LINE

NORTH

2 General Notes
SCALE: NTS

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 3314 255
P 305 740.0723 F 305 740.0717
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

REV. #	DATE	COMMENTS
1	08.24.18	PERMIT COMMENTS
2	11.12.18	PERMIT COMMENTS
3	02.04.19	PERMIT COMMENTS
4	02.18.19	OWNER REVISIONS

PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGN PLANS, INCLUDING ALL INTELLECTUAL PROPERTY RIGHTS THEREIN, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE PREPARED FOR IS EXECUTED OR NOT. THESE PLANS MAY NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS WITHOUT PROPER CONSENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

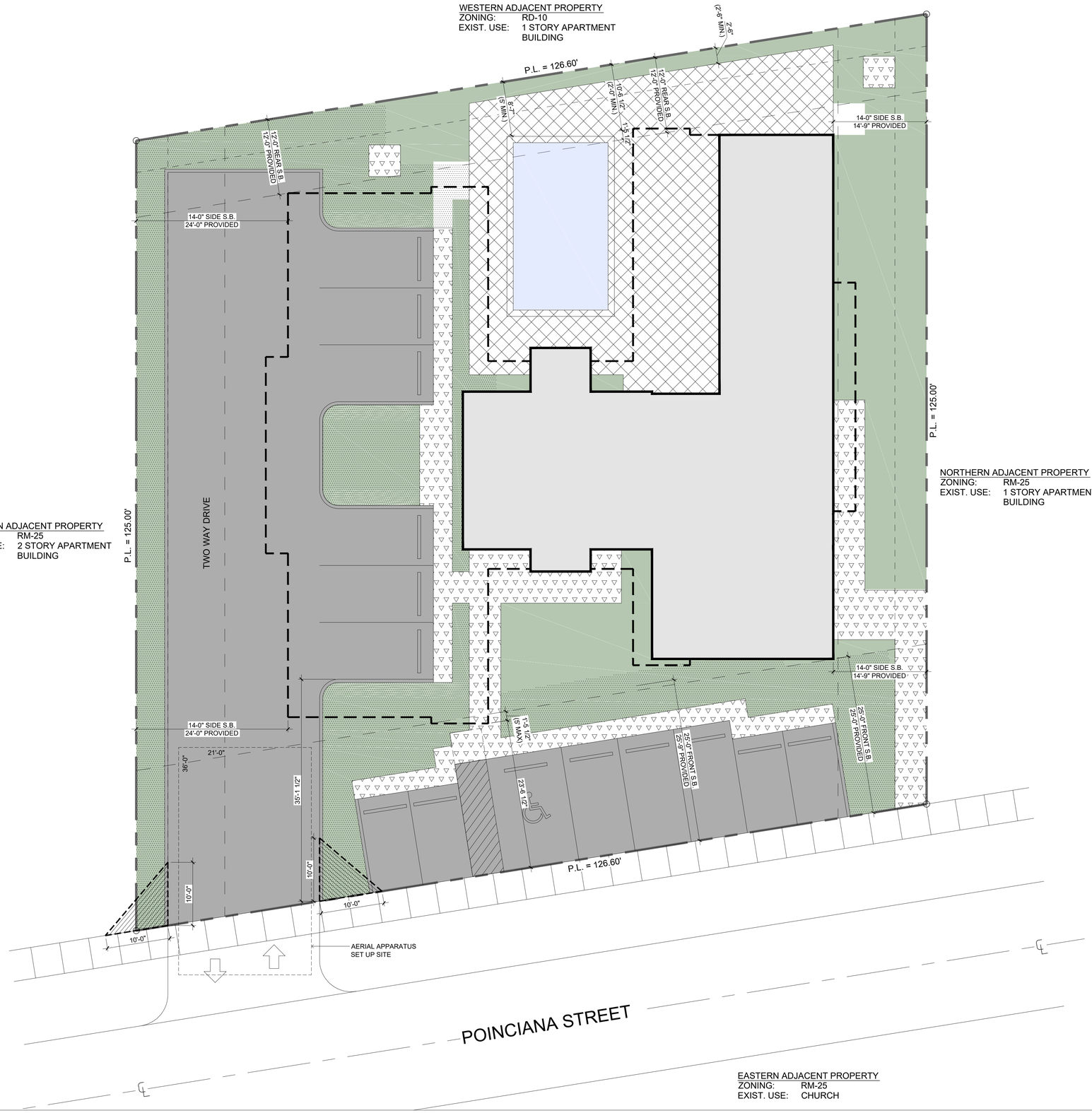
17-011-00
07-09-2018
07-09-2018
AS NOTED
PEC/JC
DC/PEC

PROJ. NO.:
ISSUE DATE:
PLOT DATE:
SCALE:
DRAWN BY:
CHECKED BY:

Site Plan

SHEET

A100



1 Site Analysis Plan
SCALE: 1/8" = 1'-0"

HEIGHT DATA TABLE
(PROPOSED BUILDING ONLY)

ADDRESS: 4433 & 4437 POINCIANA STREET, LAUDERDALE BY THE SEA, FL 33308

	NAVD	FEET
HIGHEST CROWN OF ROAD ADJACENT OF BUILDING	8.61'	-0'-6"
18" ABOVE HIGHEST CROWN OF ROAD OR FIRST HABITABLE FLOOR LEVEL	9.11'	0'-0"
SECOND FLOOR LEVEL	19.61'	10'-6"
THIRD FLOOR LEVEL	30.11'	21'-0"
TOP OF ROOF SLAB	40.61'	31'-6"
TOP OF PARAPET	44.11'	35'-0" 4
TOP OF HIGHEST ROOF TOP STRUCTURE	49.44'	40'-4" AT ELEVATOR

SITE DATA TABLE

ADDRESS: 4433 & 4437 POINCIANA STREET, LAUDERDALE BY THE SEA, FL 33308

LEGAL DESCRIPTION:
THE NORTH 1/2 OF LOT 63, AND ALL OF LOTS 64 AND 65, BLOCK 28 OF "LAUDERDALE BY THE SEA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, AT PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TYPE OF REQUIREMENT	REQUIREMENT / PERMITTED	EXISTING	PROPOSED
LAND USE CATEGORY	-	MEDIUM-HIGH (25) RESIDENTIAL	MEDIUM-HIGH (25) RESIDENTIAL
ZONING CATEGORY	-	RM-25	RM-25
USES	-	VACANT LOT	MULTI-FAMILY RESIDENTIAL (3) STORY BUILDING
SITE AREA	-	15,626 NET S.F.	15,626 NET S.F.
	-	0.3587 NET AC.	0.3587 NET AC.
GROUND FLOOR COVERAGE	1,200 S.F. INLAND LOTS	0 S.F.	2,786 S.F.
TOTAL BUILDING AREA	-	0 S.F.	15,499 S.F.
DENSITY: # OF UNITS	25 DWELLING UNITS PER ACRE OF SITE	-	22.3 DWELLING UNITS PER ACRE OF SITE
DWELLING UNITS	9 UNITS	-	8 UNITS
BUILDING HEIGHT	33 FT. MAX	-	31'-6" TOP OF ROOF SLAB
BUILDING LENGTH	200 FT. MAX	-	82'-11"
SETBACKS			
FRONT YARD (POINCIANA STREET)	25 FT. MIN	-	25'-0" TO 25'-9"
REAR YARD	12'-0" (10 FT. UP TO 22 FT. HT., 1 FT. PER EACH ADDITIONAL 4 FT. OF BUILDING HT. OVER 22 FT.)	-	12'-0"
SIDE YARD	14'-0" (10 FT. UP TO 22 FT. HT., 1 FT. PER EACH ADDITIONAL 2 FT. OF BUILDING HT. OVER 22 FT.)	-	14'-9"
BUILDING SEPARATION	20 FT. MIN.		28'-11"
PERVIOUS AREA	3,907 S.F. (25%)	-	4,344 S.F. (28.0%)
PERVIOUS AREA (SETBACK)	7,135 S.F. x 25%= 1,784 S.F.	-	3,037 S.F. (42.5%)
IMPERVIOUS AREA	11,719 S.F. (75%)	-	11,282 S.F. (72.0%)
VUA (PAVED) AREA	-	-	5,217 S.F. (33.4%)
VUA LANDSCAPE AREA	1,043 S.F. (20% VUA PAVED AREA)	-	2,480 S.F. (47.8%)
PARKING REQUIRED	(1.5 SPACES PER UNIT WITH LESS THAN 3 BEDROOMS + 1 GUEST PARKING SPACE PER 5 UNITS)	-	8 UNITS X 1.5 = 12 SPACES 8 UNITS / 5 = 1.6 = 2 SPACES 14 TOTAL
HANDICAP	(1 PER EVERY 25)	-	1
STANDARD	-	-	9
COMPACT	(MAX. 25%)	-	14 X .25 = 3.5 = 4 (25%)
PARKING PROVIDED SUBTOTAL	-	-	14
TOTAL PARKING	-	-	14 PARKING SPACES
LANDSCAPE			
TREES	1/1000 S.F. SITE AREA = 16 1/200 S.F. VUA. = 6	NO EXISTING TREES - VACANT LOT	SITE - 16 VUA - 7
SHRUBS	(3/200 S.F. VUA) = 18	-	VUA - 94

BUILDING AREA BREAKDOWN

FLOOR LEVEL	BLDG AREA* :	TERR/BALC AREA:	TOTAL:
1	2,769 sq/ft	0 sq/ft	2,769 sq/ft
2	5,834 sq/ft	408 sq/ft	6,242 sq/ft
3	5,834 sq/ft	408 sq/ft	6,242 sq/ft
ROOF	336 sq/ft	1,880 sq/ft	2,216 sq/ft
SUB TOTAL	14,773 sq/ft*	2,696 sq/ft	17,469 sq/ft

4

* : BUILDING AREA CALCULATED AS GROSS FLOOR AREA CONTAINED WITHIN THE EXTERNAL PERIMETER OF THE EXTERIOR ENCLOSING WALLS

UTILITIES

WASTE WATER:	LAUDERDALE BY THE SEA
POTABLE WATER:	CITY OF FT. LAUDERDALE
WATER:	CITY OF FT. LAUDERDALE
POWER:	FLORIDA POWER & LIGHT
TRASH:	WASTE PRO
GAS:	TECO PEOPLES GAS

1

SYMBOL LEGEND

	VEHICULAR USE AREA 5,217 S.F.		LANDSCAPE AREA 4,344 S.F.
	VEHICULAR USE LANDSCAPE AREA 2,480 S.F.		DECK AREA 1,662 S.F.
	GROUND FLOOR BUILDING COVERAGE 2,786 S.F.		POOL AREA 398 S.F.
	HARDSCAPE AREAS (walkways, terrace, etc.) 1,219 S.F.		NOT USED

LINE TYPE LEGEND

	PROPERTY LINE		GROUND FLOOR BUILDING OUTLINE
	PARKING SETBACK (S.B.)		BUILDING / BALCONY OUTLINE ABOVE
	BUILDING SETBACK (S.B.)		

2 Zoning Data / Legend
SCALE: NTS

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 3314 256
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA. ARCHITECT AR0014406

REV. #	DATE	COMMENTS
1	08.24.18	PERMIT COMMENTS
4	02.18.19	OWNER REVISIONS

PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

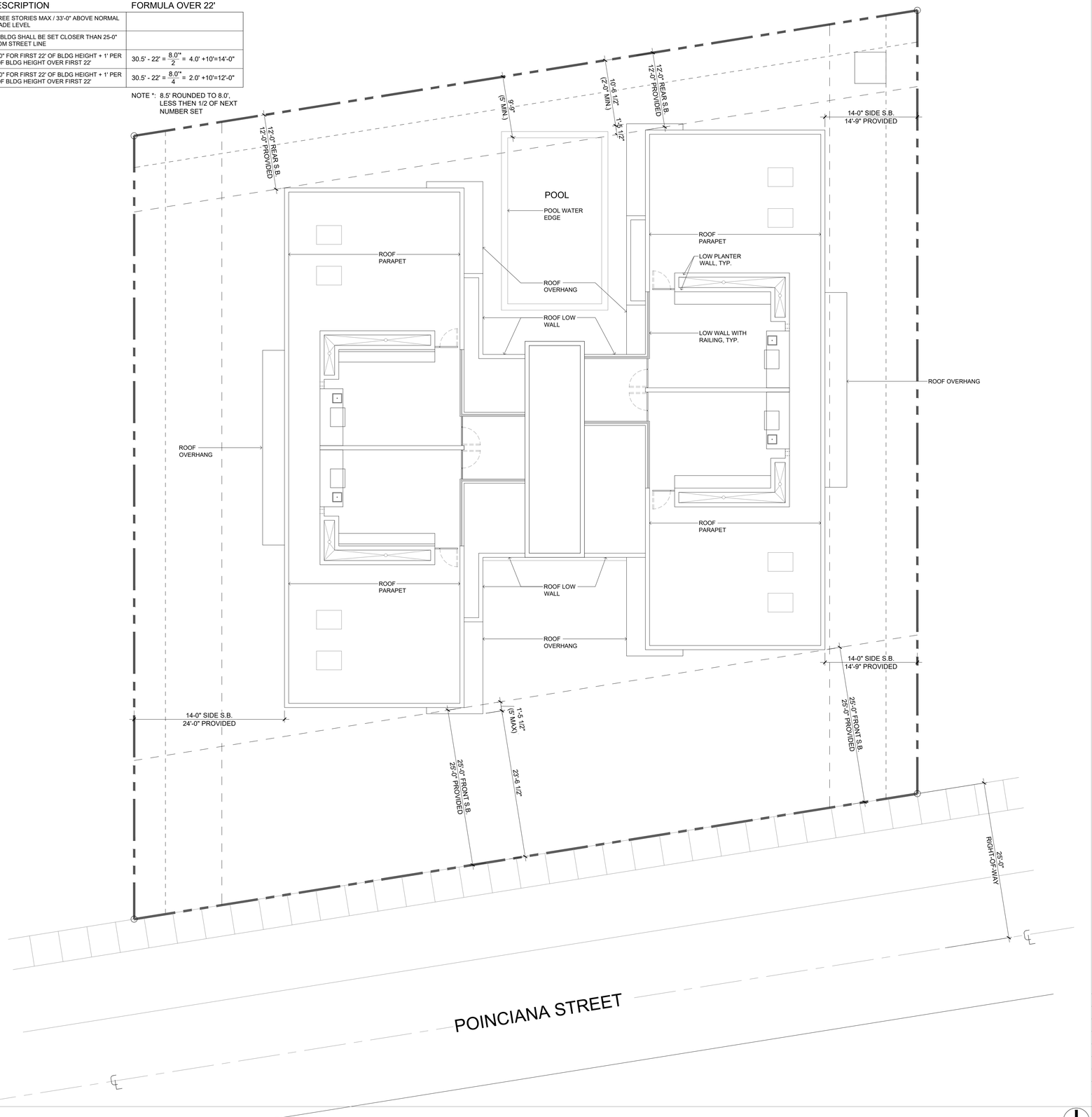
OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS UNLESS EXPRESSLY AGREED IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Site Analysis Plan / Zoning Data
A101

RM-25 DISTRICT	DISTANCE	DESCRIPTION	FORMULA OVER 22'
BLDG HEIGHT:	30'-6" (T.O. ROOF SLAB)	THREE STORIES MAX / 33'-0" ABOVE NORMAL GRADE LEVEL	
FRONT SETBACK:	25'-0"	NO BLDG SHALL BE SET CLOSER THAN 25-0" FROM STREET LINE	
SIDE SETBACK:	14'-0"	10'-0" FOR FIRST 22' OF BLDG HEIGHT + 1' PER 2' OF BLDG HEIGHT OVER FIRST 22'	30.5' - 22' = $\frac{8.0''}{2}$ = 4.0' +10'=14'-0"
REAR SETBACK:	12'-0"	10'-0" FOR FIRST 22' OF BLDG HEIGHT + 1' PER 4' OF BLDG HEIGHT OVER FIRST 22'	30.5' - 22' = $\frac{8.0''}{4}$ = 2.0' +10'=12'-0"

NOTE *: 8.5' ROUNDED TO 8.0', LESS THEN 1/2 OF NEXT NUMBER SET



1 Site Setbacks
SCALE: 1/8" = 1'-0"

NORTH

LINE TYPE LEGEND

	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)

2 DATA / NOTES
SCALE: N.T.S.

SHEET

Site Setbacks

PROJ. NO.: 17-011-00
ISSUE DATE: 06-20-2017
PLOT DATE: 06-20-2017
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR EXISTS OR NOT. THEY ARE NOT TO BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

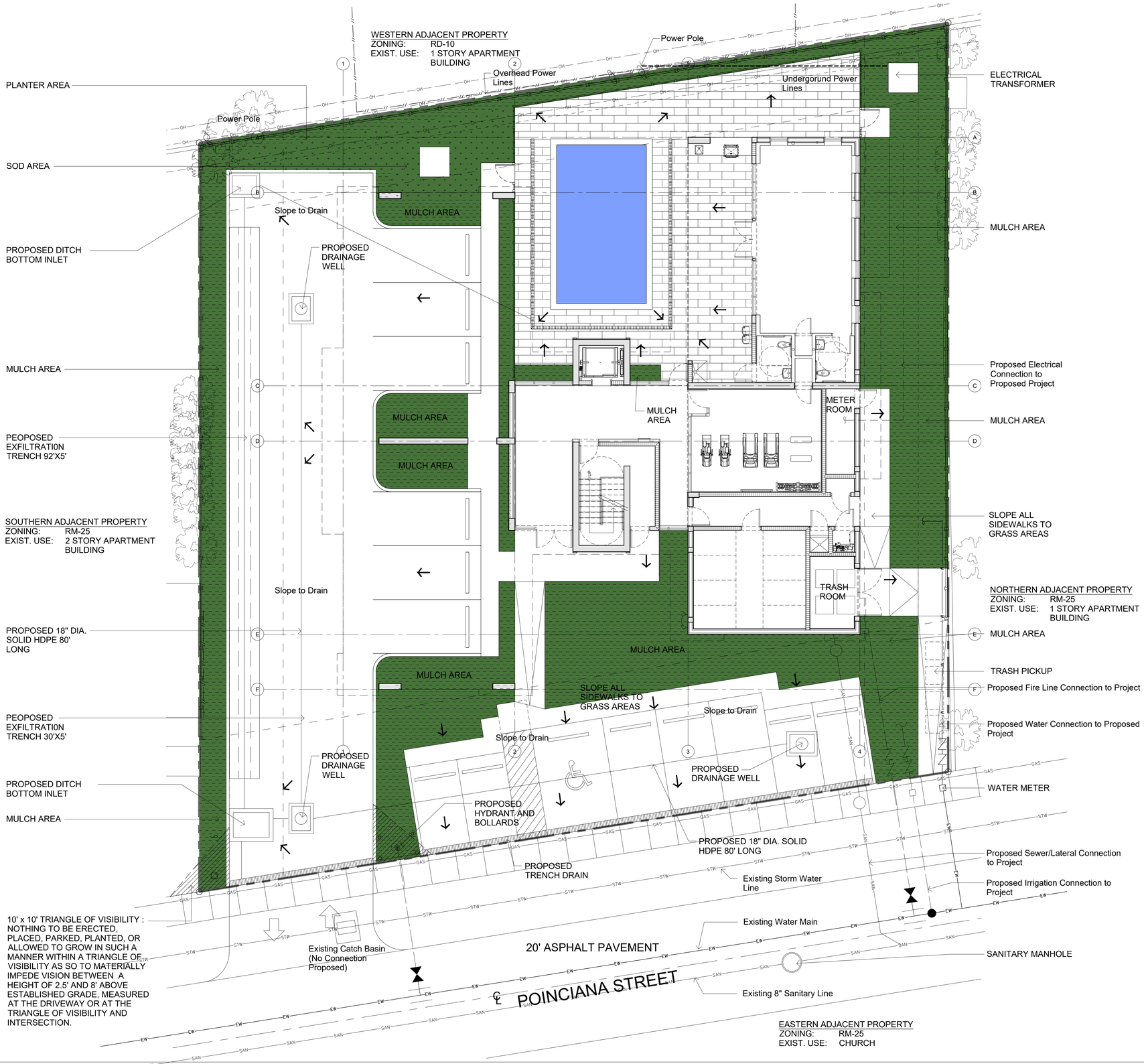
FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. # DATE COMMENTS

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

Sol-ARCH
ARCHITECTURE · INTERIORS · PLANNING · SUSTAINABLE DESIGN · VISUALIZATION
6780 SW 80TH STREET MIAMI FL 331
P 305 740.0723 F 305 740.0717
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

A102



1 Utility Plan
SCALE: 1/8" = 1'-0"

GENERAL NOTES

-	NO ENCLOSED PLANTERS PROPOSED

LINE TYPE LEGEND

	PROPERTY LINE
	PARKING SETBACK (S.B.)
	BUILDING SETBACK (S.B.)
	BUILDING / BALCONY OUTLINE ABOVE
OH	OVERHEAD LINE
W	WATER CONNECTION LINE
EW	EXISTING WATER MAIN LINE
STW	STORM WATER LINE
GAS	GAS LINE
SAN	SANITARY LINE
// // //	EXISTING FENCE
	PROPOSED CONCRETE FENCE
	PROPOSED ALUMINUM POOL ENCLOSURE
	PROPOSED UNDERGROUND POWER LINE

SYMBOL LEGEND

	SLOPE DIRECTION OF PAVED AREA TO ADJACENT GRASS AREA / PERVIOUS PAVERS AREA
	SOD AREA
	MULCH AREA
	SIGHT VISIBILITY TRIANGLE
	EXISTING POWER POLE

2 General Notes - Legend
SCALE: NTS

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0711
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

REV. #	DATE	COMMENTS

FINAL SITE PLAN REVIEW: SUBMITTAL #2

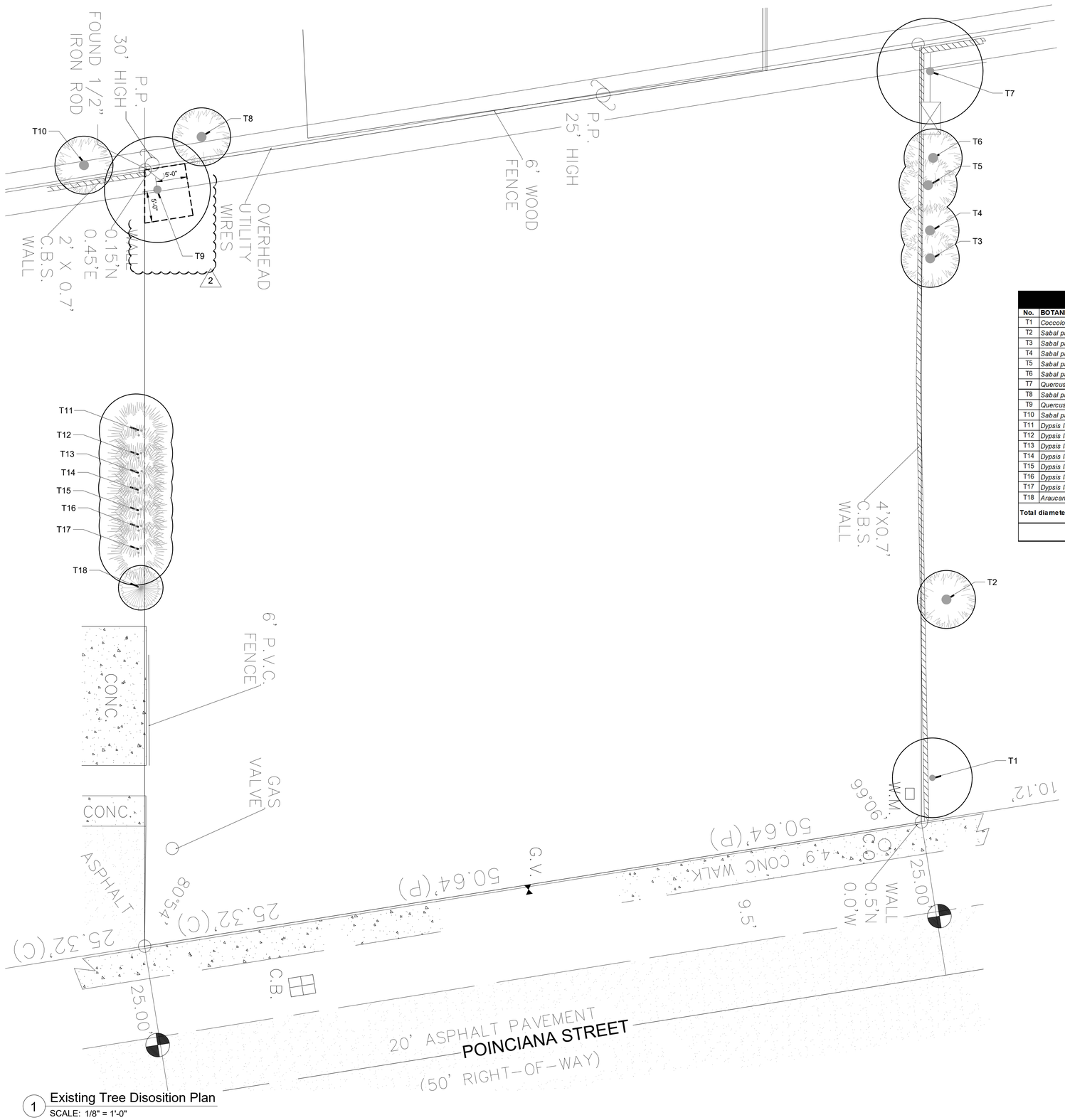
BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE PREPARED FOR IS EXECUTED OR NOT. THEY ARE NOT TBE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT WITH THE WRITTEN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 06-20-2017
PLOT DATE: 06-20-2017
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

Utility Plan

SHEET A103



1 Existing Tree Disosition Plan
SCALE: 1/8" = 1'-0"

Existing Tree Disposition List

No.	BOTANICAL NAME	COMMON NAME	HEIGHT(FT)	SPREAD (FT)	DIAMETER DBH (IN)	CONDITION	ACTION	COMMENTS
T1	*Coccoloba uvifera*	Sea Grape	14	14	Shrubs overgrown	Fair	Remain	On adjacent property
T2	*Sabal palmetto*	Sabal Palm	20	8	12	Fair	Remain	On adjacent property
T3	*Sabal palmetto*	Sabal Palm	12	8	12	Fair	Remain	On adjacent property
T4	*Sabal palmetto*	Sabal Palm	4	8	12	Fair	Remain	On adjacent property
T5	*Sabal palmetto*	Sabal Palm	16	8	12	Fair	Remain	On adjacent property
T6	*Sabal palmetto*	Sabal Palm	20	8	12	Fair	Remain	On adjacent property
T7	*Quercus virginiana*	Live Oak	22	18	11	Fair	Remain	On adjacent property
T8	*Sabal palmetto*	Sabal Palm	20	8	12	Fair	Remain	On adjacent property
T9	*Quercus virginiana*	Live Oak	22	18	11	Fair	Remain	
T10	*Sabal palmetto*	Sabal Palm	20	8	12	Fair	Remain	On adjacent property
T11	*Dypsis lutescens*	Areca Palm	16	8	Cluster	Fair	Remain	On adjacent property
T12	*Dypsis lutescens*	Areca Palm	16	8	Cluster	Fair	Remain	On adjacent property
T13	*Dypsis lutescens*	Areca Palm	16	8	Cluster	Fair	Remain	On adjacent property
T14	*Dypsis lutescens*	Areca Palm	16	8	Cluster	Fair	Remain	On adjacent property
T15	*Dypsis lutescens*	Areca Palm	16	8	Cluster	Fair	Remain	On adjacent property
T16	*Dypsis lutescens*	Areca Palm	16	8	Cluster	Fair	Remain	On adjacent property
T17	*Dypsis lutescens*	Areca Palm	16	8	Cluster	Fair	Remain	On adjacent property
T18	*Araucaria heterophylla*	Norfolk Island pine	14	7	3	Fair	Remain	On adjacent property
Total diameter of tree(s) to be removed (sum of inches to be mitigated)								

All Shrubs/Vegetation Not Shown On This Schedule Are To Be Removed.

TREE DISPOSITION LEGEND

Existing tree or palm to be removed

Tree / Palm — Existing tree and palm to remain in their existing location and be protected, no construction or excavation shall be permitted within the dripline of the trees.

LEGEND

tree — palm — Existing tree and palm to remain

LIMITS OF EXISTING TREE & PALM PROTECTION ZONE

Symbols do not show the actual canopy of the trees, for clarity, always cross check with Existing Tree Disposition List for sizes and disposition status. Contact landscape architect

ALL LANDSCAPE DATA INC
Landscape (Architecture + Plant Information)
4459 NW 97 CT
Doral, FL 33178
(305) 742-0723
www.alllandscapedata.net & .com

DERICK LAYGEL (LA6667045)

PERMIT SET

REV. #	DATE	COMMENTS
2	11-12-2018	CITY COMMENTS

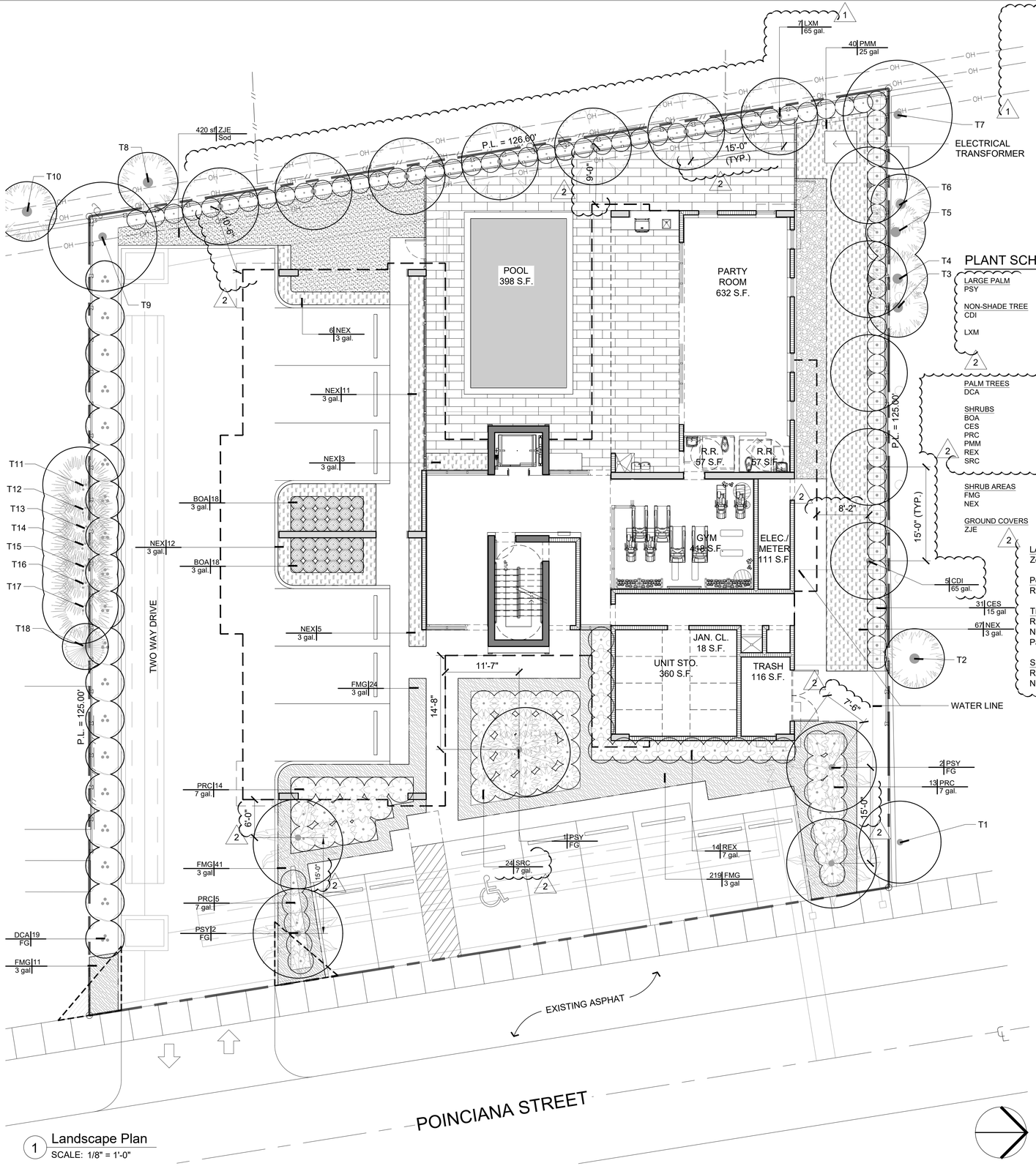
Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 33143
P 305 740 0723 F 305 740 0718
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E CONDE, RA. ARCHITECT AR0014406

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGN PLAN AS INSTRUMENTS OF SERVICE ARE AT THE SOLE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE PREPARED FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT WITHOUT THE ARCHITECT'S PRIOR WRITTEN AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

SHEET
Existing Tree Disposition Plan
L-100



1 Landscape Plan
SCALE: 1/8" = 1'-0"

CDI - Pigeon Plum

LXM - Crape Myrtle

DCA - Cabada Palm

PSY - Wild Date Palm

PLANT SCHEDULE

LARGE PALM	BOTANICAL NAME	COMMON NAME	CONT	DBH	HGT	SRD	QTY	REMARKS
PSY	Phoenix sylvestris	Wild Date Palm	FG	18"	24` OA	14`	5	

NON-SHADE TREE	BOTANICAL NAME	COMMON NAME	CONT	DBH	HGT	SRD	QTY	REMARKS
CDI	Coccoloba diversifolia	Pigeon Plum	65 gal.	2"	12` OA	4` - 6`	5	Florida Native - Drought Tolerant
LXM	Lagerstroemia x `Muskogee`	Lavender Crape Myrtle	65 gal.	2"	14` OA	6`	7	Drought Tolerant / Standard / Listed in the FPL "Plant the Right Tree in the Right Place" as Small Tree suitable to be planted adjacent to power lines

PALM TREES	BOTANICAL NAME	COMMON NAME	CONT	DBH	HGT	SRD	QTY	REMARKS
DCA	Dypsis cabadae	Cabada Palm	FG	12`-14` OA	6`		19	

SHRUBS	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	QTY	REMARKS
BOA	Begonia odorata `Alba`	Giant White Angel Begonia	3 gal.	1.5`	1.5`	36	
CES	Conocarpus erectus sericeus	Silver Button Wood	15 gal	5`	3`-4`	31	Shrub Type - Florida Native
PRC	Philodendron x `Rojo Congo`	Red Congo Philodendron	7 gal.	2`	2`	32	
PMM	Podocarpus macrophyllus maki	Shrubby Yew	25 gal	6`-7` OA	3`-4`	40	
REX	Rhapis excelsa	Lady Palm	7 gal.	4` OA	4`	14	
SRC	Serenoa repens 'Cinerea'	Silver Saw Palmetto	7 gal.	2`	2`	24	Florida Native - Drought Tolerant

SHRUB AREAS	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	SPACING	QTY	REMARKS
FMG	Ficus microcarpa `Green Island`	Green Island Ficus	3 gal			24" o.c.	295	
NEX	Nephrolepis exaltata	Boston Fern	3 gal.	1.5 OA	3`	36" o.c.	104	Florida Native

GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	SPREAD	SPACING	QTY	REMARKS
ZJE	Zoysia japonica `Empire`	Korean Grass	Sod				420 sf	

LANDSCAPE LEGEND (Sec 30-471)
Zoning Category: RM-25 Site Area: 15,626 S.F.

Pervious Area:
Required: 3,907 S.F. (25%) Provided: 4,369 S.F. (28%)

Trees:
Required: 1/1000 S.F. Site Area = 16 Provided: 18 (1 Existing + 12 Proposed + 5 Palms)
Natives Required: 4 (20%) Provided: 5
Palms Allowed: 5 (25%) Provided: 5

Shrubs:
Required: 2.5/1000 S.F. Site Area = 40 Provided: 177
Natives Required: 36 (20%) Provided: 55

PRC - Rojo Congo Philodendron

BOA - Gian White Angel Begonia

CES - Silver Buttonwood

PMM - Shrubby Yew

REX - Lady Palm

SRC - Silver Saw Palmetto

FMG - Green Island ficus

NEX - Boston Fern

ZJE - korean grass

ALL LANDSCAPE DATA INC
Landscape (Architecture + Plant Information)
4459 NW 97 CT
Doral, FL 33178
(305) 592-7769
www.allandscapedata.net & .com

DERICK LAVIGEL (LA0667045)

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 33143
P 305 740 0723 F 305 740 0718
DULCE M. CONDE: RA. ARCHITECT AR0015803
PRIMITIVO E CONDE: RA. ARCHITECT AR0014406

REV. #	DATE	COMMENTS
1	08-24-2018	PERMIT COMMENTS
2	08-24-2018	PERMIT COMMENTS

PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE ARCHITECT. THE ARCHITECT WHETHER THE PROJECT THEY ARE INTENDED FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS WITHOUT WRITTEN PERMISSION IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

SHEET
Landscape Plan
L-101

GENERAL NOTES

1. Landscape Contractor is responsible for verifying locations of all underground and overhead utilities and easements prior to commencing work. All Utility companies and/or the General Contractor shall be notified to verify utility locations prior to digging. Utility trenching is to be coordinated with the Landscape plans prior to beginning of project. The Owner or Landscape Architect shall not be responsible for damage to utility or irrigation lines.
2. Landscape Contractor shall examine the site and become familiar with conditions affecting the installation prior to submitting bids. Failure to do so shall not be considered cause for change orders.
3. Landscape Contractor is responsible for verifying all plant quantities prior to bidding and within (7) seven calendar days of receipt of these plans shall notify the Landscape Architect in writing of any and all discrepancies. In case of discrepancies planting plans shall take precedence over plant list.
4. No substitutions are to be made without prior consent of the Landscape Architect. Plant material supply is the responsibility of the Landscape Contractor, and he/she shall take steps to insure availability at time of planting.
5. All plant material shall meet or exceed the size on the plant list. In all cases meeting the height and the spread specifications shall take precedence over container size.
6. All planted areas to be outfitted with automatic irrigation system providing 100% coverage and 50% overlap. A rain sensor must be part of the irrigation system.
7. Landscape Contractor shall be responsible for providing temporary hand watering to all proposed & landscape areas, during construction.
8. The Landscape Contractor is responsible for coordinating tree and palm removals and transplants shown on the Tree/Palm Disposition Plan. The Landscape Contractor is to remove and discard from site existing unwanted trees, palms, shrubs, groundcovers, sod and weeds within landscape areas.
9. All permitting and fees to be the responsibility of the Contractor.

PLANTING NOTES

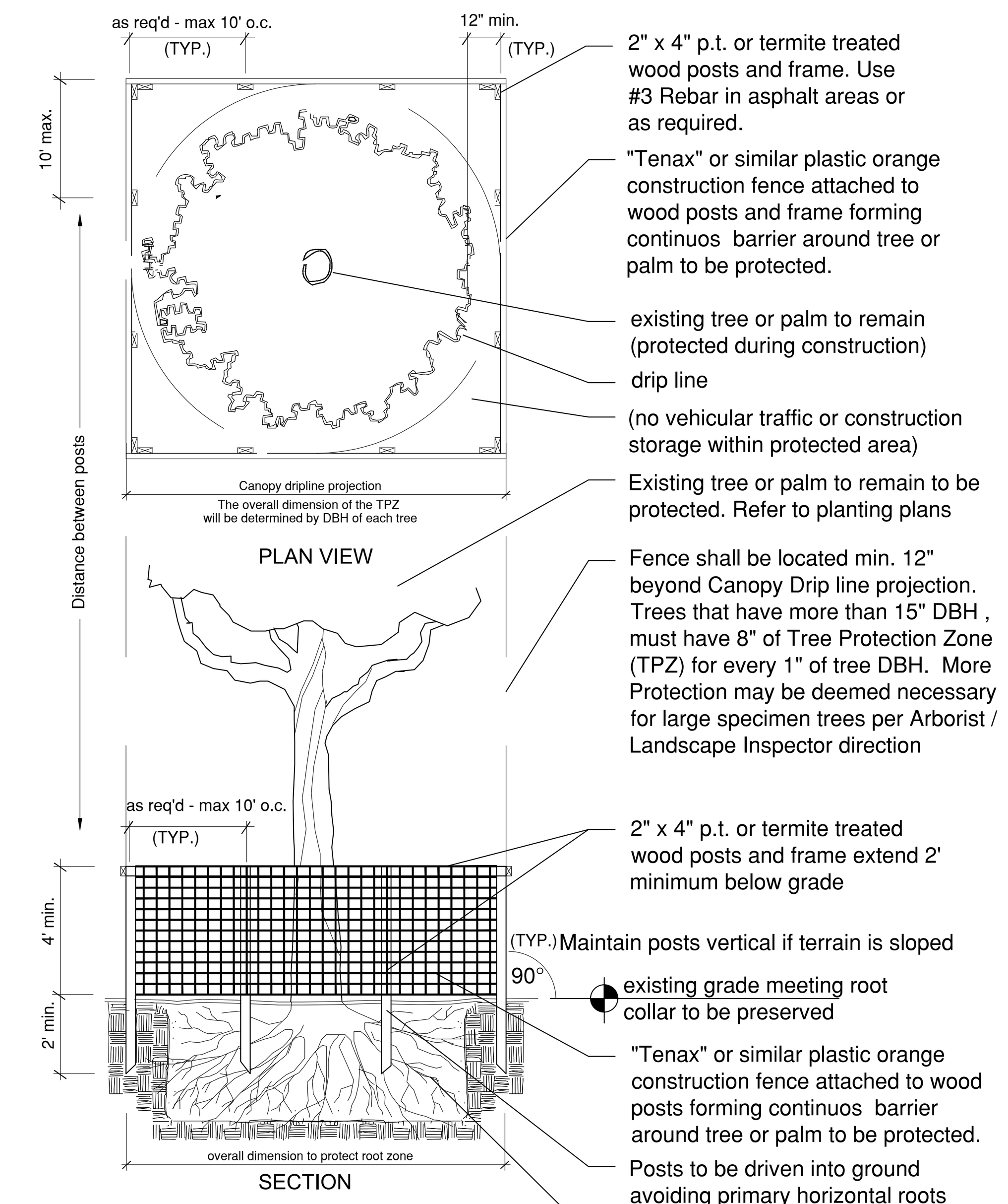
1. Landscape Contractor shall furnish and install all trees, palms, shrubs, groundcover, sod, planting soil, herbicide, preemergence herbicide, seed, and mulch. Landscape Contractor to provide Landscape Architect with at least 5 days notice prior to tree installation.
2. Landscape Contractor shall guarantee all plant material for a period of one year from the day of final acceptance by the Landscape Architect.
3. All plant material shall be Florida #1 or better, as defined in the Grades and Standards for Nursery Plants, Part I and II by the State of Florida Department of Agriculture.
4. Landscape Contractor is responsible for scheduling a nursery visit for Landscape Architect to approve all trees, palms and shrubs prior to delivery to the project site.
5. Landscape Contractor shall coordinate his work with that of the Irrigation and Landscape Lighting Contractor.
6. The Landscape Contractor shall treat planted areas with preemergence herbicide after weeds and grass have been removed. Landscape Contractor shall apply pre emergent herbicide per manufacturer's recommendation, wait period prior to planting as specified. Planting soil mix/backfill shall be clean and free of construction debris, weeds, rock and noxious pests and disease.
7. All soil mix in plant beds for ground covers, shrubs, palms and trees shall be as per details. All other areas shall be dressed with a minimum of 4" topsoil "if required".
8. All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure proper drainage. Plant beds in parking lots and in areas compacted by heavy equipment shall be de-compacted so that drainage is not impeded.
9. All synthetic burlap, string, cords or wire baskets shall be removed before trees are planted, without breaking the soil ball. All synthetic tape shall be removed from branches and trunks prior to final acceptance. The top 1/3 of natural burlap shall be removed, after the tree is set in the planting hole and before the tree is backfilled. Landscape Contractor is to check for root defects including deep planting in the root ball and circling roots, trees with root problems will not be accepted.
10. Landscape Contractor is responsible for mulching all plant beds and planters with a minimum 3" layer of natural color Eucalyptus or Enviromulch immediately after planting. In no case shall Cypress mulch be used.
11. All Trees/Palms in sod areas are to receive a 48" diameter mulched saucer at the base of the trunk respectively.
12. Landscape Contractor shall guy and stake all trees and palms as per specifications and details. No nails, screws or wiring shall penetrate the outer surface of trees and palms. All guying and staking shall be removed twelve months after planting.
13. All palm and tree guy wires and bracing are to be flagged for visibility, for their duration. All unattended and unplanted tree pits shall be properly barricaded and flagged during construction.
14. All broken branches and clear trunk branches on street trees are to be pruned according to ANSI A - 300 Guidelines for Tree Pruning to min. 5' - 0" height clearance to the base of canopy.
15. Landscape Contractor shall fertilize plant material as needed to support optimum healthy plant growth. All fertilization shall be performed in compliance with the latest ANSI A300 (Part 2) Standards.
16. Stake all trees and palms for approval by Landscape Architect prior to installation.
17. Any sod areas damaged by construction are to be replaced with St. Augustine 'Floratam' sod.
18. All areas within limits of work not covered by walks, buildings, playground, and/or any other hardscape feature shall be sodded with St. Augustine 'Floratam' sod.
19. St. Augustine 'Floratam' - Contractor's responsibility to verify quantity.
20. Install rootbarrier as per manufacturer's recommendation on all large trees that are 6' or closer to any pavement or building, as shown on details page.
21. Root barrier shall be Vespro Inc. or approved equal.

1 Tree/Palm General Planting Notes
SCALE: N.T.S.

TREE PROTECTION NOTES

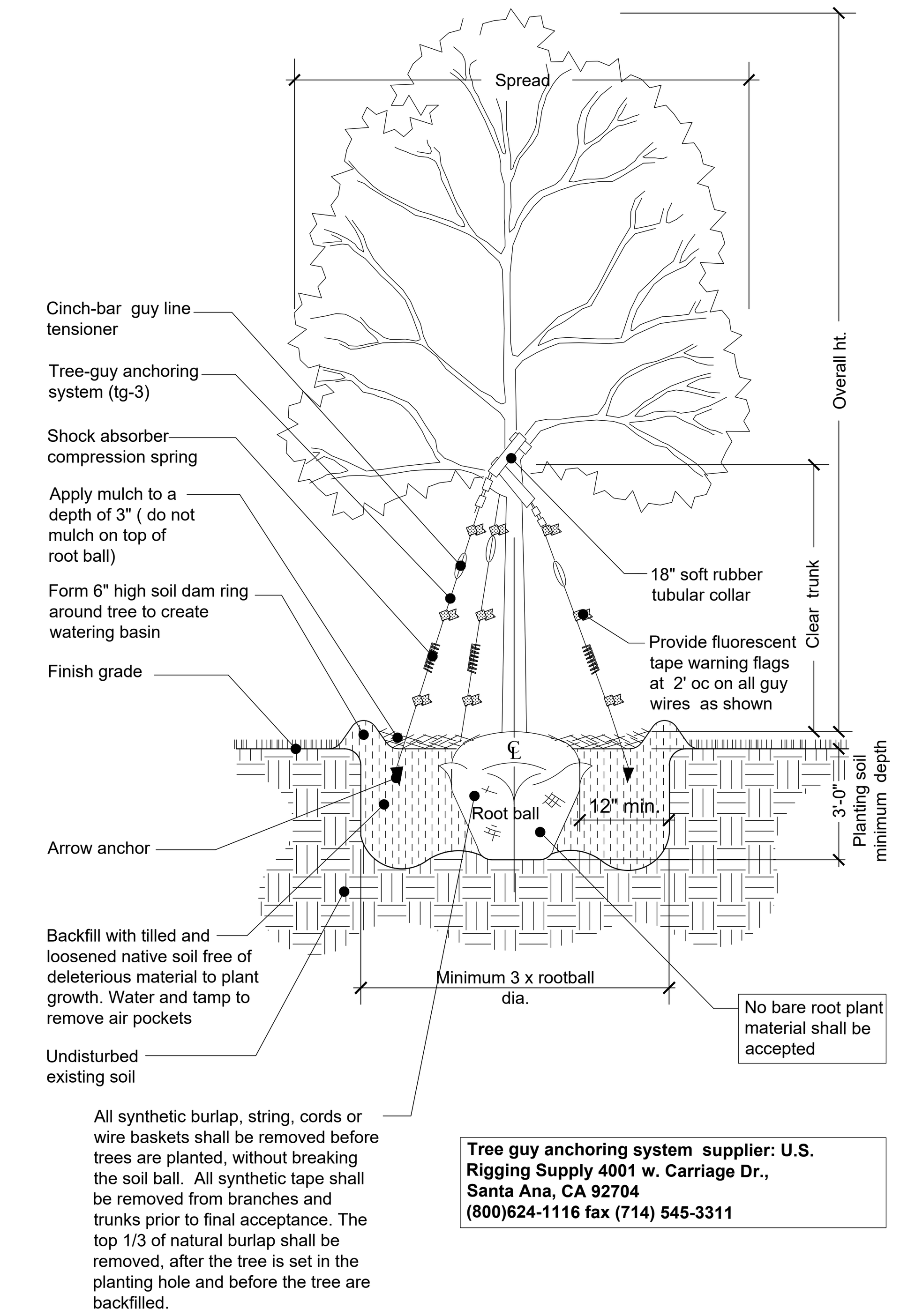
1. Before beginning work, the Contractor is required to meet with the Landscape Architect at the site to review all work procedures, access routes, storage areas, and tree protection measures.
2. The General Contractor is required to coordinate with the Landscape Architect to determine the amount of tree canopy or root zone that the General Contractor will be responsible for pruning. THE TRIMMING SHALL BE AS PER ANSI A300 STANDARDS.
3. Fences shall be erected to protect trees to be preserved. Fences define a specific Tree Protection Zone (TPZ) for each tree or group of trees. Fences are to remain until all site work has been completed. Fences may not be relocated or removed without the written permission of the Landscape Architect. Refer to TREE PROTECTION ZONE (TPZ) DETAIL.
4. Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
5. All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree.
6. No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone (fenced area).
7. Additional tree pruning required for clearance during construction must be performed by a ISA qualified arborist AS PER ANSI A300 STANDARDS, and not by construction personnel.
8. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use. Any pesticides used on site must be tree-safe and not easily transported by water.
9. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Landscape Contractor and the Landscape Architect should be notified immediately.
10. Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Contractor.
11. All trees shall be irrigated three times a week. Each irrigation procedure shall wet the soil within the tree protection zone, 2-3 GALLONS OF WATER PER INCH OF TRUNK CALIPER.
12. All trees to remain on-site shall be fertilized three times per year using a granular 8-12-12 "Palm Special" product at standard rates. Fertilizer shall be broadcast on the ground beneath the canopy of each tree and watered in
13. Erosion control devices such as silt fencing, debris basins, and water diversion structures shall be installed to prevent site erosion and siltation situations and/or erosion within the tree protection zones.
14. Before grading, pad preparation, or excavation for foundations, footings, walls, or trenching near trees the trees shall be root pruned 12 inches outside the tree protection zone by cutting all roots cleanly to a depth of 36 inches. Roots shall be cut manually by digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root-pruning equipment.
15. Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw.
16. If temporary haul or access roads must pass over the root area of trees to be retained, a road bed of 6 inches of mulch or gravel shall be created to protect the soil. The road bed material shall be replenished as necessary to maintain a 6-inch depth.
17. Spoil from trenches, basements, or other excavations shall not be placed within the tree protection zone, either temporarily or permanently.
18. No burn piles or debris pits shall be placed within the tree protection zone. No ashes, debris, or garbage may be dumped or buried within the tree protection zone.
19. Maintain fire-safe areas around fenced areas. Also, no heat sources, flames, ignition sources, or smoking is allowed near mulch or trees.

2 Tree/Palm Protection Notes
SCALE: N.T.S.



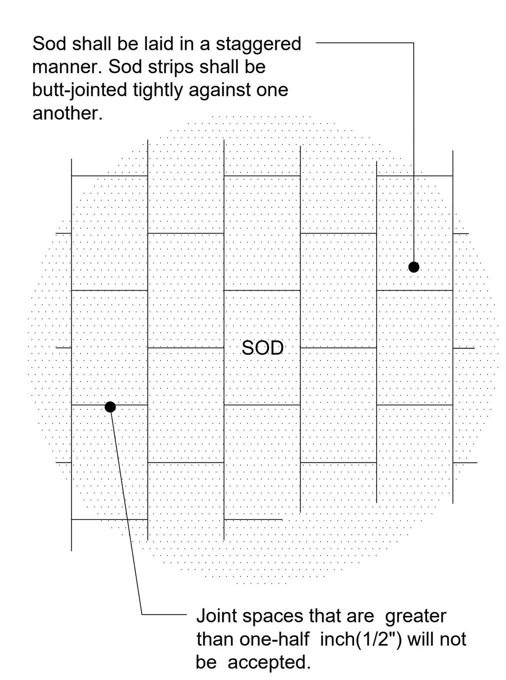
TREE PROTECTION ZONE (TPZ) DETAIL
For existing trees to remain. Scale: NTS

4 Tree/Palm Protection Detail
SCALE: N.T.S.



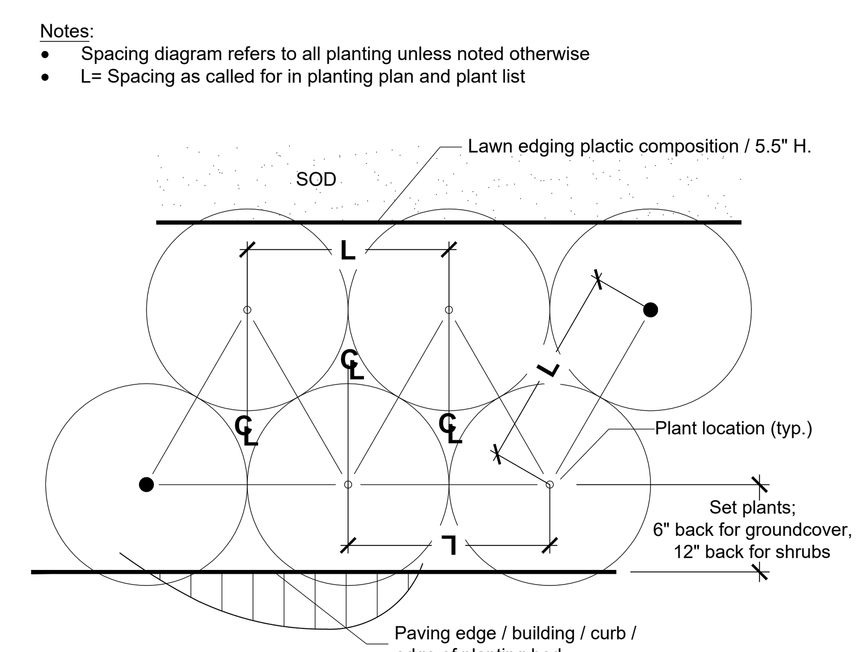
Tree guy anchoring system supplier: U.S. Rigging Supply 4001 w. Carriage Dr., Santa Ana, CA 92704 (800)624-1116 fax (714) 545-3311

6 Tree Planting Detail
SCALE: N.T.S.

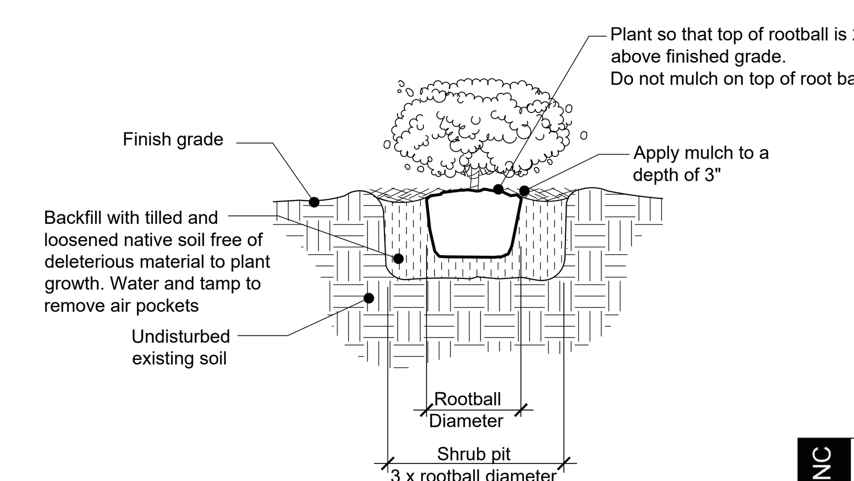


3 Sod Planting Detail
SCALE: N.T.S.

Notes:
- Spacing diagram refers to all planting unless noted otherwise
- L= Spacing as called for in planting plan and plant list



5 Shrubs Planting Detail
SCALE: N.T.S.



7 Shrubs Planting Detail
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
DULCE M. CONDE, RA ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA ARCHITECT AR0014406
6780 SW 80TH STREET MIAMI FL. 33143
P 305 740 0723 F 305 740 0718

REV. # | DATE | COMMENTS

PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

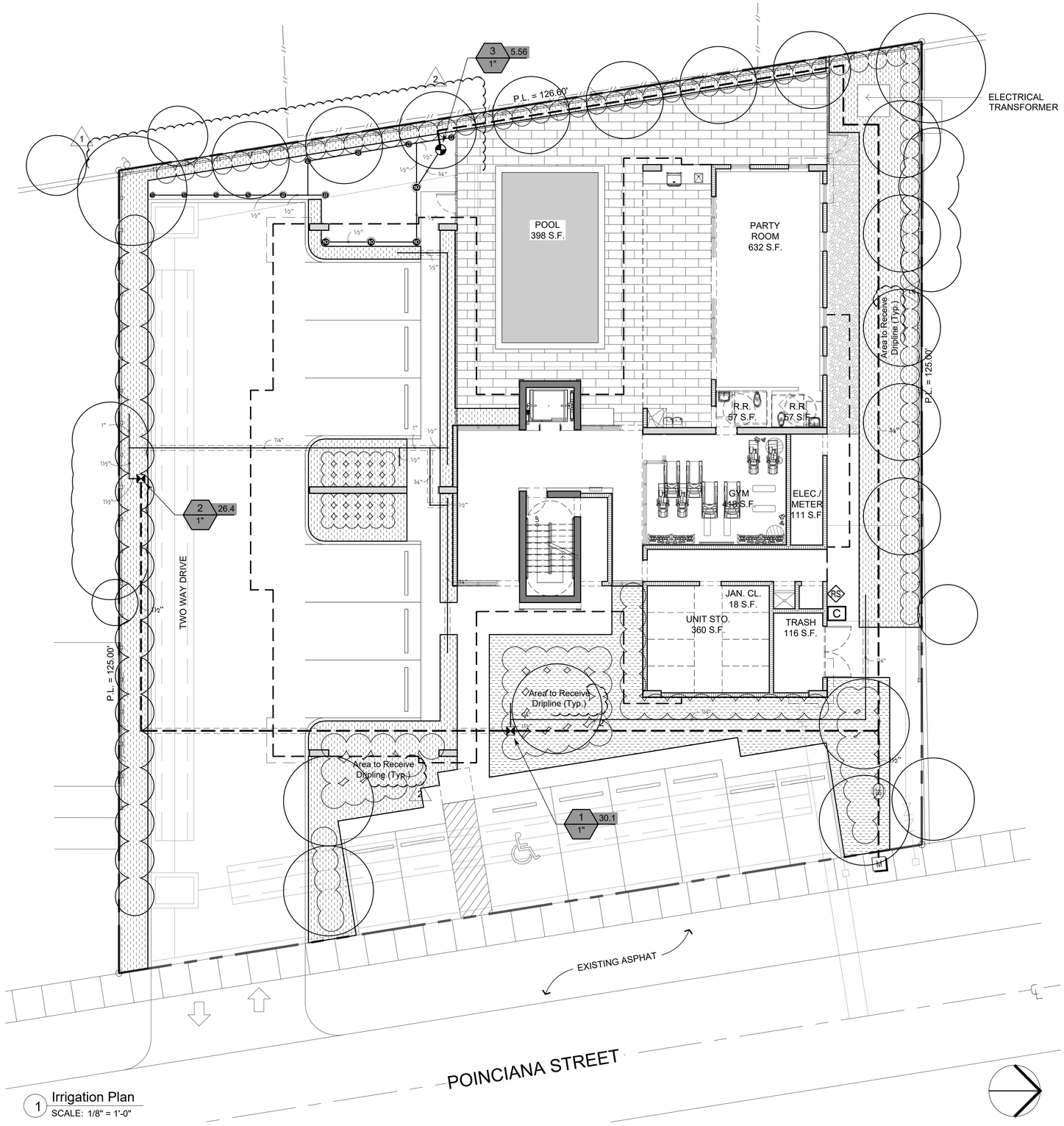
OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

ALL LANDSCAPE DATA INC
Landscape (Architecture + Plant Information)
4459 NW 97 CT
Doral, FL 33178
(305) 303-7059
www.alllandscapedata.net & .com

DERICK LANGEL (LA6667045)

SHEET
Landscape Notes & Details
L-102



1 Irrigation Plan
SCALE: 1/8" = 1'-0"

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
Q T H TT TQ F	Toro 570Z-6LP-PC 5 Series Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	4	30
Q T H TT TQ F	Toro 570Z-6LP-PC 8' radius Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	6	30
Q T H TT TQ F	Toro 570Z-6LP-PC 10' radius Turf Spray, 6" Pop-Up, with a Zero Flush Seal. Low Pressure Sealing, allowing for pop-up and retraction at lower pressures. 1/2" Female-Threaded Inlet. Ideal for small to medium landscape areas.	4	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-100-PRF Medium Flow Drip Control Kit, 1" DV valve, 1" pressure regulating filter, 40psi pressure regulator. 3gpm - 15gpm.	2
	Area to Receive Dripline Netafim TLCV-09-12 (12) Techline Pressure Compensating Landscape Dripline with Check Valve. 0.9GPH emitters at 12.0" O.C. Dripline laterals spaced at 12.0" apart, with emitters offset for triangular pattern. 17mm.	3,576 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Toro P220-27-0 GLOBE Electric, 1", 1-1/2", 2" and 3" Plastic In-Line Remote Control Valve. Equipped to withstand pressure up to 220 PSI. Filter screen on 2" and 3" models. Standard Solenoid. Globe Body Style. With EZ Reg Pressure Regulator.	1
BF	Febco 765 1" Pressure Vacuum Breaker, brass with ball valve SOV. Install 12" (305MM) above highest downstream outlet and the highest point in the downstream piping.	1
C	Hunter PC-0600 Modular Controller, 6 stations, outdoor model, one PCM-300 included. Plastic Cabinet. Residential/Light Commercial Use.	1
RS	Hunter WSS Wireless Solar, rain freeze sensor with outdoor interface, connects to Hunter PCC, Pro-C, and I-Core Controllers, install as noted. Includes 10 year lithium battery and rubber module cover, and gutter mount bracket.	1
	Irrigation Lateral Line: PVC Schedule 40	308.6 l.f.
	Irrigation Mainline: PVC Schedule 40	217.1 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	96.9 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
1	Rain Bird XCZ-100-PRF	1"	Area for Dripline	30.05	83.8	36.64	48.89	1.52 in/h
2	Rain Bird XCZ-100-PRF	1"	Area for Dripline	26.44	180.6	38.14	50.62	1.52 in/h
3	Toro P220-27-0 GLOBE	1"	Turf Spray	5.56	224.7	36.41	41.49	1.17 in/h
	Common Wire				217.1			

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E CONDE, RA, ARCHITECT AR0014406
6780 SW 80TH STREET MIAMI FL 33143
P 305 740 0723 F 305 740 0718

REV. #	DATE	COMMENTS
1	08-24-2018	PERMIT COMMENTS

PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

ALL LANDSCAPE DATA INC
Landscape (Architecture + Plant Information)
4459 NW 97 CT
Doral, FL 33178
(305) 263-2996
www.alllandscapedata.net & .com

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE ARCHITECT. THE ARCHITECT WHETHER THE PROJECT THEY ARE INTENDED FOR HAS BEEN BUILT OR NOT, MAY NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

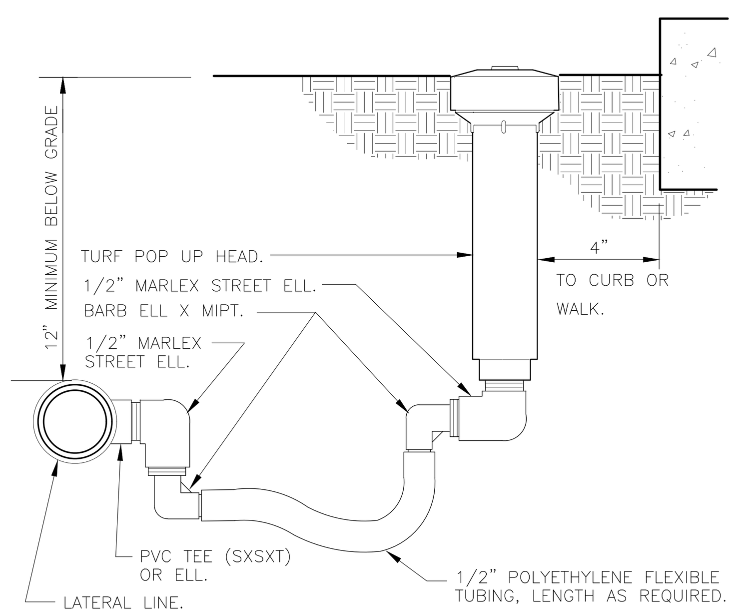
PROJ. NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

DERICK LANGEL (LA5667045)

SHEET

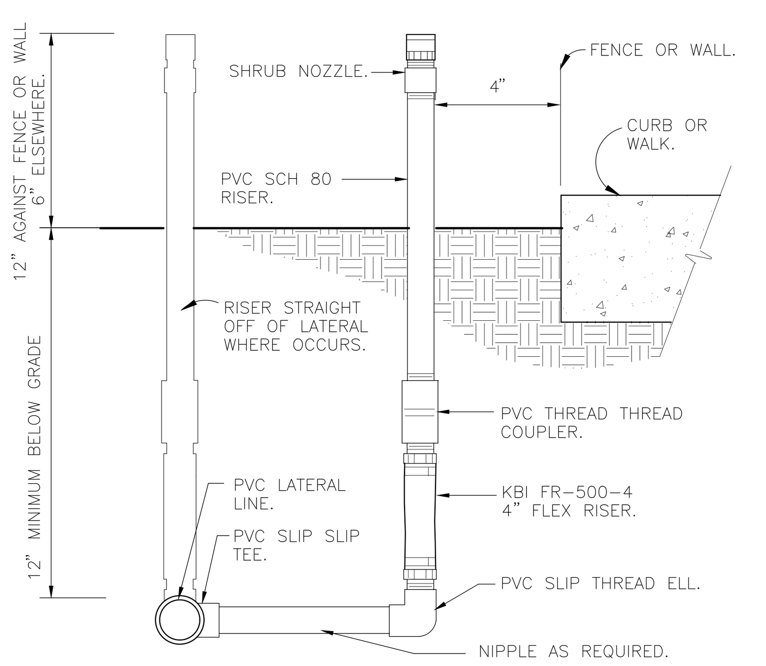
Irrigation Plan

L-103



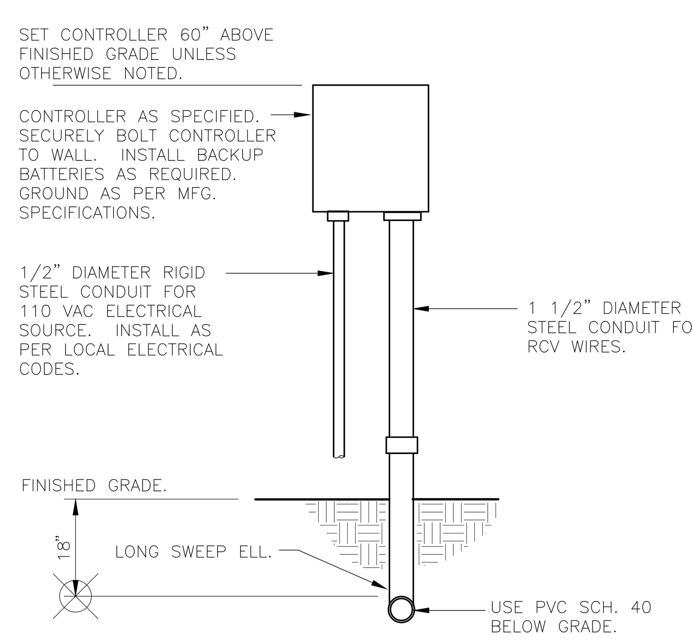
1 TURF SPRAY FLEX ASSEMBLY

3" = 1'-0" 328403.13-02



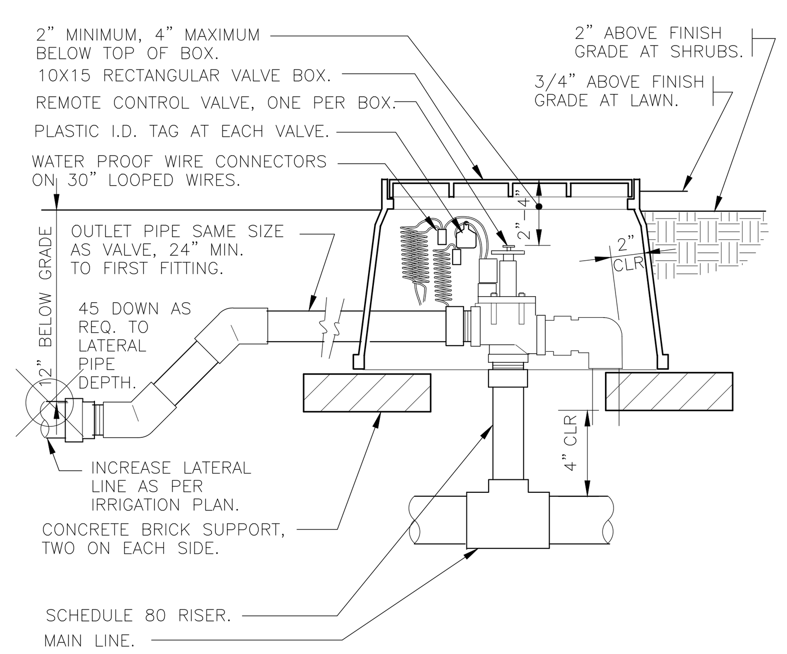
2 SHRUB SPRAY KBI FIXED RISER

3" = 1'-0" 328403.23-01



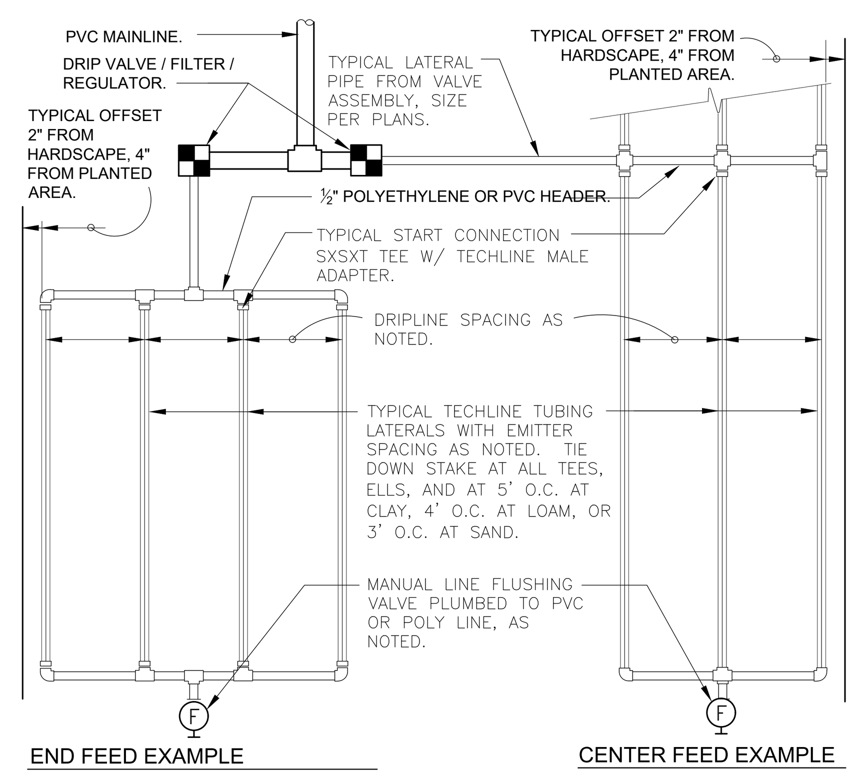
3 WALL MOUNT CONTROLLER

1" = 1'-0" 328409.13-01



4 ELECTRIC REMOTE CONTROL VALVE

1 1/2" = 1'-0" 328406.13-02

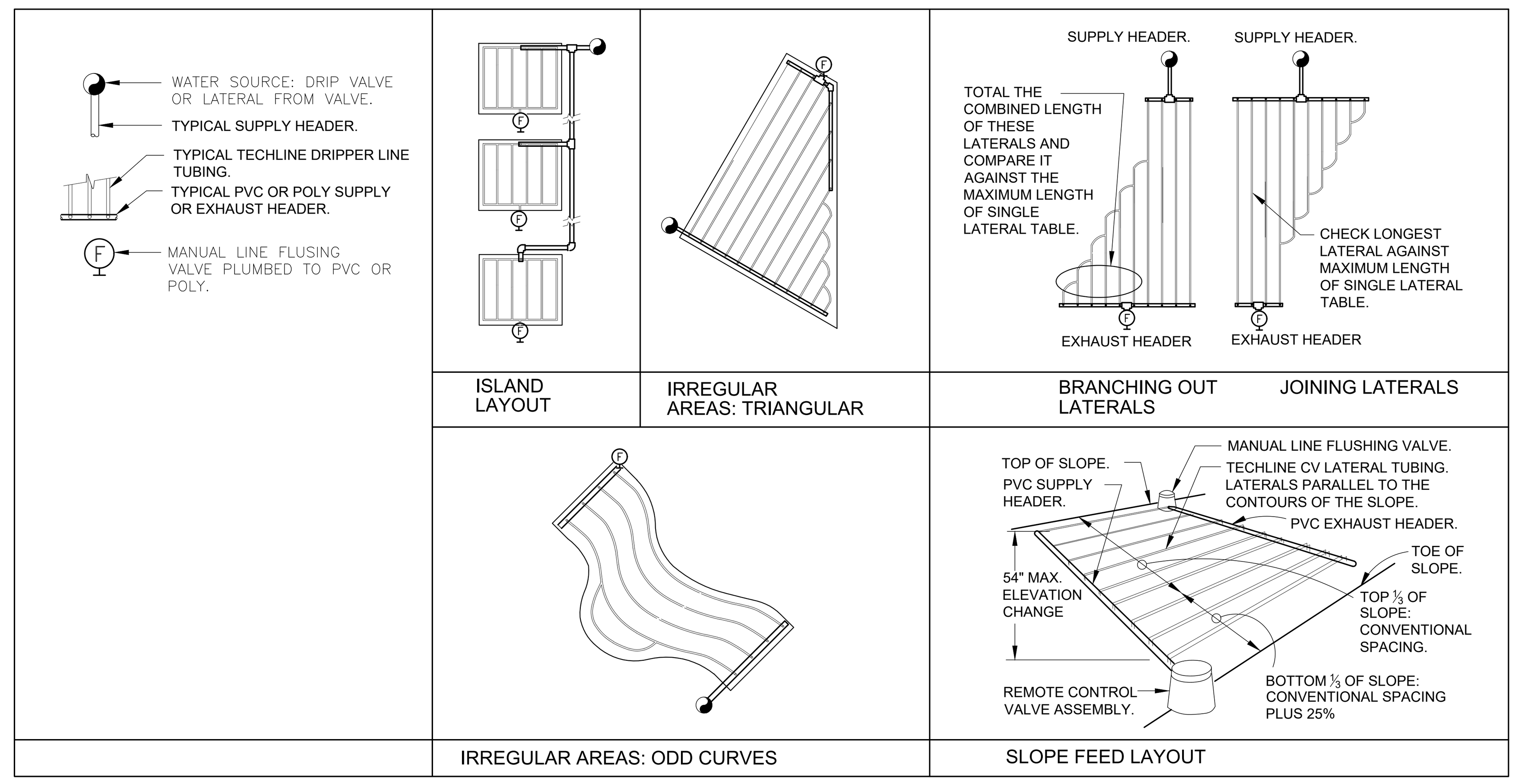


TECHLINE CV MAXIMUM LENGTH OF SINGLE LATERAL (FEET)

DRIPPER SPACING		12"				18"				24"	
DRIPPER FLOW RATE (GPH)		0.26	0.4	0.6	0.9	0.26	0.4	0.6	0.9	0.6	0.9
INLET PRESSURE (PSI)	15	127	109	86	65	177	151	120	91	152	116
	25	427	325	256	194	604	459	361	274	458	348
	35	539	409	322	244	763	579	456	346	580	440
	45	618	469	369	280	877	664	523	397	666	506

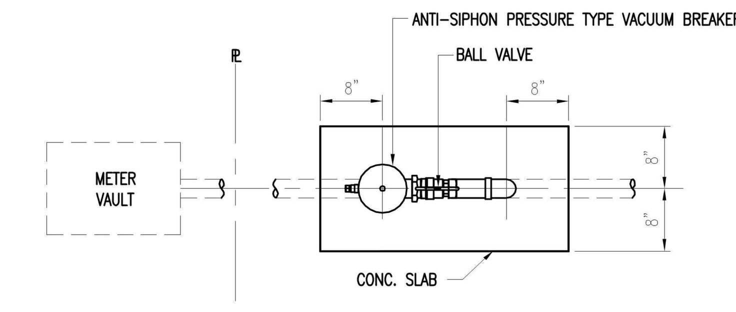
TECHLINE CV FLOW PER 100 FEET

DRIPPER SPACING	0.26 GPH DRIPPER		0.4 GPH DRIPPER		0.6 GPH DRIPPER		0.9 GPH DRIPPER	
	GPH	GPM	GPH	GPM	GPH	GPM	GPH	GPM
12"	26.40	0.44	40.00	0.67	61.00	1.02	92.00	1.53
18"	17.58	0.29	26.67	0.44	41.00	0.68	61.00	1.02
24"	N/A	N/A	N/A	N/A	31.00	0.51	46.00	0.77

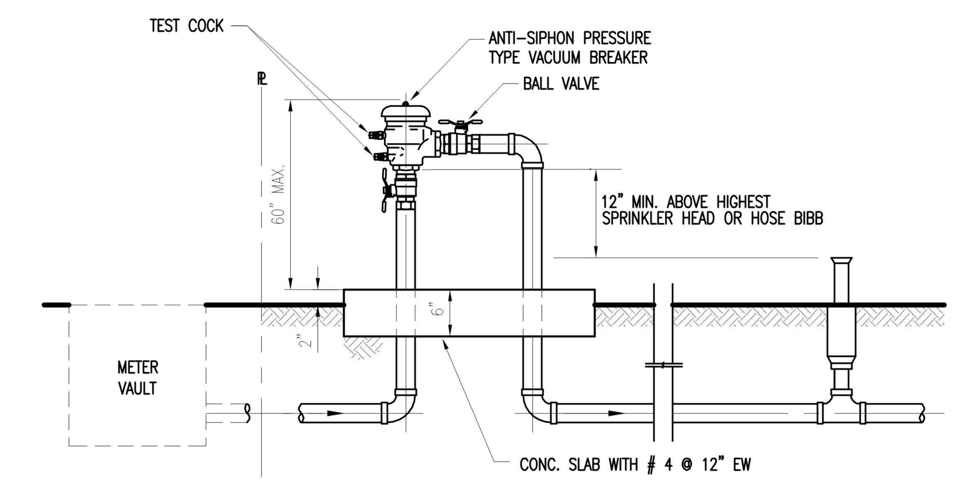


7 TYPICAL NETAFIM TECHLINE CV REQUIREMENTS

3" = 1'-0" 328413.56-39



PLAN VIEW



ELEVATION VIEW

NOTES:

1 THE ASSEMBLY SHALL BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCES OF 30 INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.

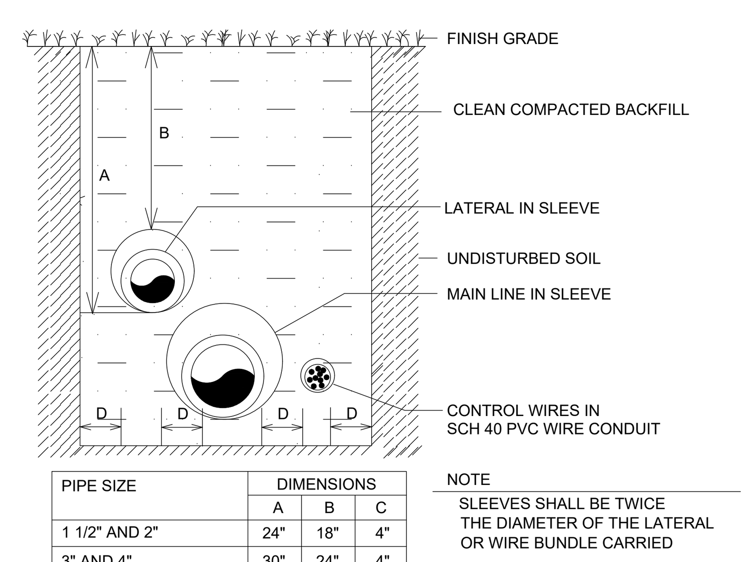
2. GUARD POSTS SHALL BE INSTALLED IF THE ASSEMBLY IS EXPOSED TO POSSIBLE DAMAGE FROM VEHICULAR TRAFFIC, AS DETERMINED BY THE DEPARTMENT.

3. THE ASSEMBLY SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION, APPROVED BY THE DEPARTMENT.

4. PIPING SHALL BE SCHEDULE 40 BRASS OR TYPE K COPPER PIPE WITH THREADED FITTINGS IN ACCORDANCE WITH WASD CONSTRUCTION SPECIFICATIONS FOR DONATION WATER MAINS. PVC PIPING IS NOT ACCEPTED BY WASD.

5. THE DEPARTMENT SHALL HAVE UNRESTRICTED AND CONTINUOUS ACCESS TO THE VACUUM BREAKER ASSEMBLY.

6. SEE SPECIFICATIONS AND CONTACT DEPARTMENT FOR CURRENTLY APPROVED TYPES OF BACKFLOW PREVENTION ASSEMBLIES AND PRESSURE VACUUM BREAKERS (SEE WS 4.18 SHEET 4 OF 4)



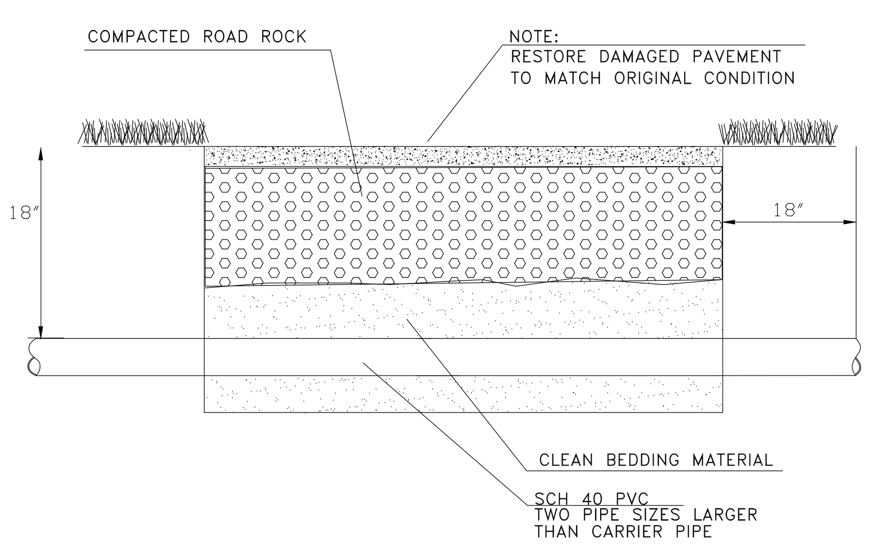
PIPE SIZE	DIMENSIONS		
	A	B	C
1 1/2" AND 2"	24"	18"	4"
3" AND 4"	30"	24"	4"
6" AND LARGER	36"	30"	4"

NOTE
SLEEVES SHALL BE TWICE THE DIAMETER OF THE LATERAL OR WIRE BUNDLE CARRIED

TRENCHING DETAIL (NTS)
VEHICHLAR TRAFFIC AREAS

5 TRENCHING DETAILS / VEHICULAR TRAFFIC AREAS

NTS 9



6 PIPE SLEEVE DETAIL

NTS DETAIL-FILE

GENERAL

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND APPENDIX "F" OF THE FLORIDA BUILDING CODE.

IRRIGATION DESIGN BASED ON "PLANTING PLAN". CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS PLAN SHALL BE USED AS A GUIDE ONLY. IRRIGATION SHALL BE INSTALLED TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING TORO SPRINKLERS, IN-LINE VALVES AND CONTROL SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

IRRIGATION SHALL BE INSTALLED AND MAINTAINED TO MINIMIZE UNDESIRABLE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND BUILDINGS.

CONTRACTOR SHALL VISIT THE SITE TO BECOME FAMILIAR WITH SITE CONDITIONS, AND SHALL REFER TO THE PLANS FOR ADDITIONAL INFORMATION.

TO ENSURE PROPER OPERATION, SOURCE SIZE, VALVE SIZES, ZONE CAPACITIES, AND SPRINKLER, PIPE AND WIRE SIZES, AND INSTALLATION NOTES AND DETAILS SHALL BE FOLLOWED AS SHOWN.

CONTRACTOR IS TO PROVIDE AN AS-BUILT DRAWING OF THE IRRIGATION SYSTEM TO THE OWNER AND LANDSCAPE ARCHITECT.

CONTROL SYSTEM

CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 110 VAC ELECTRIC SOURCE IS REQUIRED.

CONTROL LINES FROM AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG DIRECT BURIAL UF TYPE WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) INSTALLED IN SCH 40 PVC WIRE CONDUIT, (3) BURIED TO A MINIMUM DEPTH OF 15", (4) COLORED CODED TO FACILITATE TROUBLESHOOTING, AND (5) SPLICED MOSTLY AT VALVE LOCATIONS. SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS. SPARE WIRES SHALL BE ROUTED FROM THE CONTROLLER IN ALL DIRECTIONS TO THE FARTHEST VALVES CONTROLLED.

AN INDIVIDUAL CONTROL WIRE SHALL BE ROUTED TO EACH VALVE AND VALVES WHICH OPERATE SIMULTANEOUSLY SHALL BE TEED TOGETHER AT THE CONTROLLER.

AUTOMATIC VALVE LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

THE RAIN SENSOR SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

TIMING AND PRECIPITATION

TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.0 INCHES/WEEK.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, SECTION "F" OF THE FLORIDA BUILDING CODE, AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL BE: (1) BURIED TO A MINIMUM DEPTH OF 24", (2) TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTENDED 3' BEYOND HARDSCAPED AREA ON EACH END. CONTRACTOR SHALL REFER TO LOCATION OF EXISTING SLEEVES.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SCS CODE 430-DD. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

A GATE VALVE SHALL BE INSTALLED FOR ISOLATION. THIS VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS MATERIAL SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

SPRINKLERS

SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, FENCES, SITE LIGHTING, PREVAILING WIND, MOUNDING, ETC., TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. A PRIME OBJECTIVE SHALL BE TO ELIMINATE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND THE RESIDENCE.

POP-UP TYPE LOCATED IN SOD, MULCH, AND GROUND COVERS SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND 1/2" INSERT ELBOWS.

EACH SPRINKLER SHALL BE EQUIPPED WITH THE APPROPRIATE PRECISION SPRAY NOZZLE AND SHALL HAVE THE X-FLOW FEATURE.

ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PRESONNEL. AS A GENERAL RULE, 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 4", SHRUB HEADS AND 12" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 12".

8 IRRIGATION NOTES

NTS

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
DULCE M. CONDE, RA ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA ARCHITECT AR0014406
6780 SW 80TH STREET MIAMI FL. 33143
P 305 740 0723 F 305 740 0718

REV. # DATE COMMENTS

PERMIT SET

BONNAN BY-THE-SEA

4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

ALL LANDSCAPE DATA INC
Landscape (Architecture + Plant Information)
4459 NW 97 CT
Doral, FL 33178
(305) 303-7059
www.alllandscapedata.net & .com

DERICK LANGEL (LA6667045)

PROJ. NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

SHEET
Irrigation Notes & Details
L-104

LEGEND

CF
COMMUNITY FACILITY

MH
MULTI-FAMILY RESIDENCE
:MEDIUM-HIGH - 25 DWELLING UNITS / ACRE MAX:□

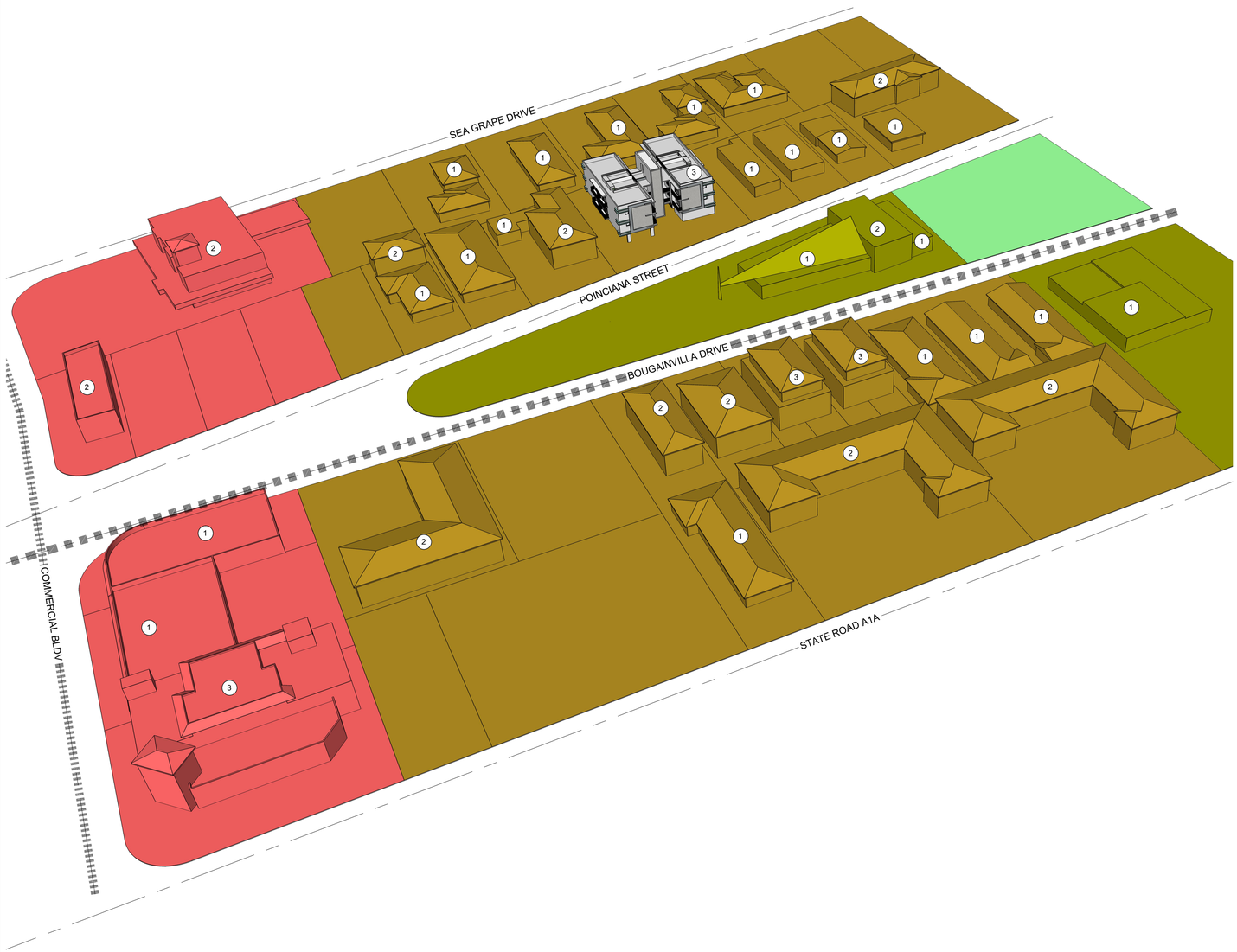
COM
COMMERCIAL

P
RECREATION & OPEN SPACE

(1) BUILDING HEIGHT :IN STORIES:□

BROWARD COUNTY PLANNING COUNCIL TRAFFICWAY - 100:R / W

BROWARD COUNTY PLANNING COUNCIL TRAFFICWAY - 54:R / W - 1 WAY PAIR



1 Ad□□□□□Pr□□□r□□□
SCALE: N.T.S.

Town of Lauderdale By The Sea

ZONING MAP

LEGEND

Town Boundary

Zoning District Line

Town Zoning Districts

	RS - 4	Residence, Single - Family Dwelling (4 Dweling Units / Net Acre)
	RS - 5	Residence, Single - Family Dwelling (5 Dwelling Units / Net Acre)
	RD - 10	Residence, Two - Family Dwelling (Duplex) (10 Dwelling Units / Net Acre)
	RM - 15	Residence, Apartments, Hotels, etc. (Multiple Dwellings) (15 Dwelling Units / Net Acre)
	RM - 16	Residence, Apartments, Hotels, etc. (Multiple Dwellings) (16 Dwelling Units / Net Acre)
	RM - 25	Residence, Apartments, Hotels, etc. (Multiple Dwellings) (25 Dwelling Units / Net Acre)
	RM - 50	Hotel, Motel, Apartment Hotel, Apartments (High - Rise) (50 Dwelling Units / Net Acre)
	R - 5	Motel District
	PUD	Planned Unit Development District
	B - 1A	Business, Retail Business
	B - 1	Business, Retail Business
	WATER	Unzoned Area

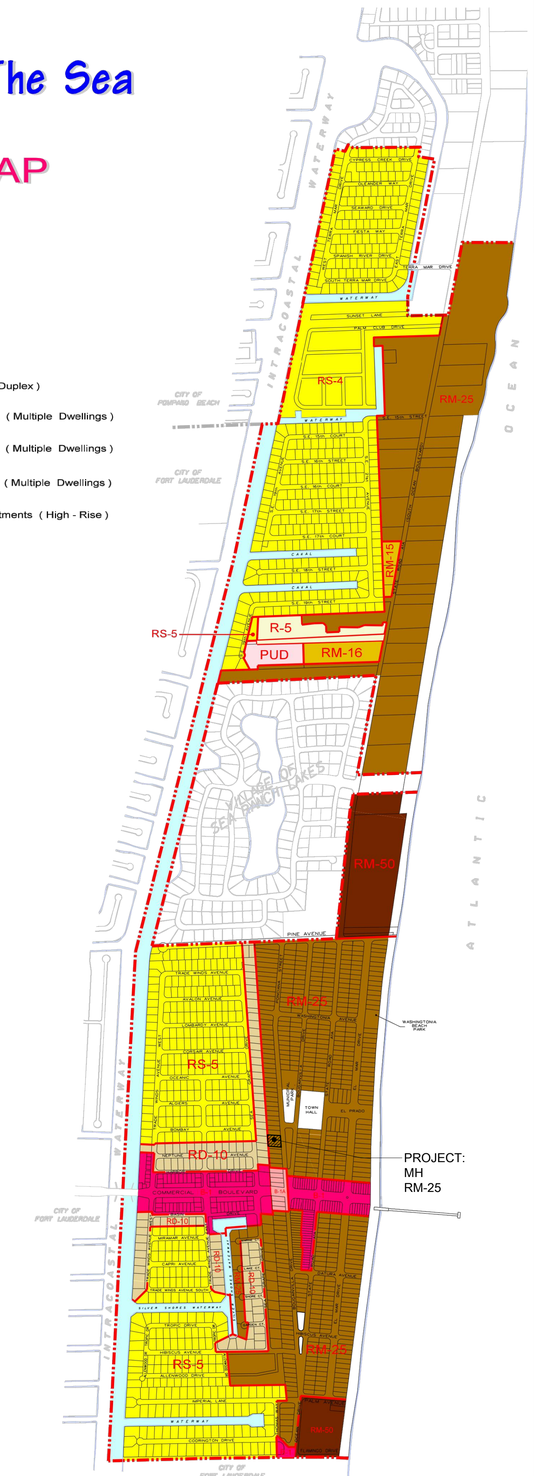
No.	Revisions	Date
1	SILVER SHORES BLK 28, LOT 25 FROM RS-5 TO RD-10	1/03
2	UNIFIED LAND DEVELOPMENT CODE	9/07
3	REPEALED OVERLAY DISTRICTS	3/08

north

250' 0' 500' 1000' 1500'

Graphic Scale

Map Update: May 2011



NORTH

2 Z□□□□ D□r□□□M□□
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION

6780 SW 60TH STREET MIAMI FL. 3314
P 305 740 0723 F 305 740 0711

DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E CONDE, RA. ARCHITECT AR0014406

REV. # DATE COMMENTS

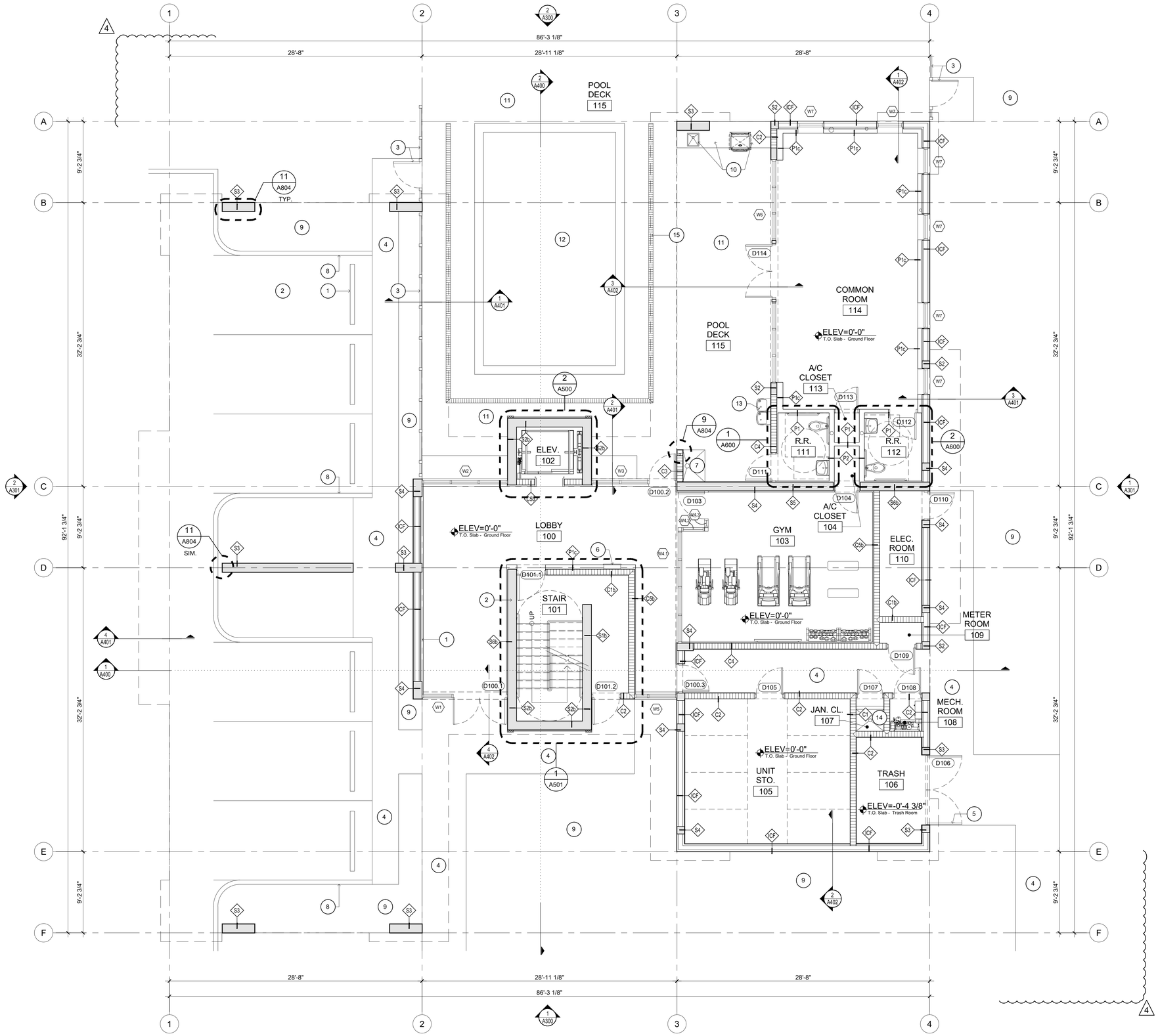
FINAL SITE PLAN REVIEW: SUBMITTAL #2

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 06-20-2017
PLOT DATE: 06-20-2017
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Ad□□□□□
Pr□□□r□□□ □□d
Z□□□□ D□r□□□
M□□
A105b



1 Ground Floor Plan
SCALE: 3/16" = 1'-0"

KEY NOTES

1	PARKING STOP
2	STANDARD PARKING STALL
3	POOL ENCLOSURE: 5'-0" TALL FENCE AND GATES W/ LATCH AND SPRING LOADED HINGES
4	CONCRETE WALKWAY / RAMP. REFER TO SITE PLAN AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
5	ALUM. SWING GATE / TRASH ENCLOSURE
6	USPS APPROVED RECESSED MAIL BOX
7	OUTDOOR SHOWER
8	SITE CURB
9	LANDSCAPED AREA
10	CONCRETE COUNTER W/ BUILT IN BBQ, SINK AND HOOD
11	POOL DECK, TILE FINISH TO BE SELECTED BY OWNER
12	POOL, COVERED UNDER SEPARATE PERMIT
13	HI-LO WATER COOLER
14	MOP SINK
15	SHALLOW TRENCH DRAIN, REFER TO / COORDINATE WITH CIVIL DRAWINGS

2 Notes
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 3314
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA. ARCHITECT AR0014406

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

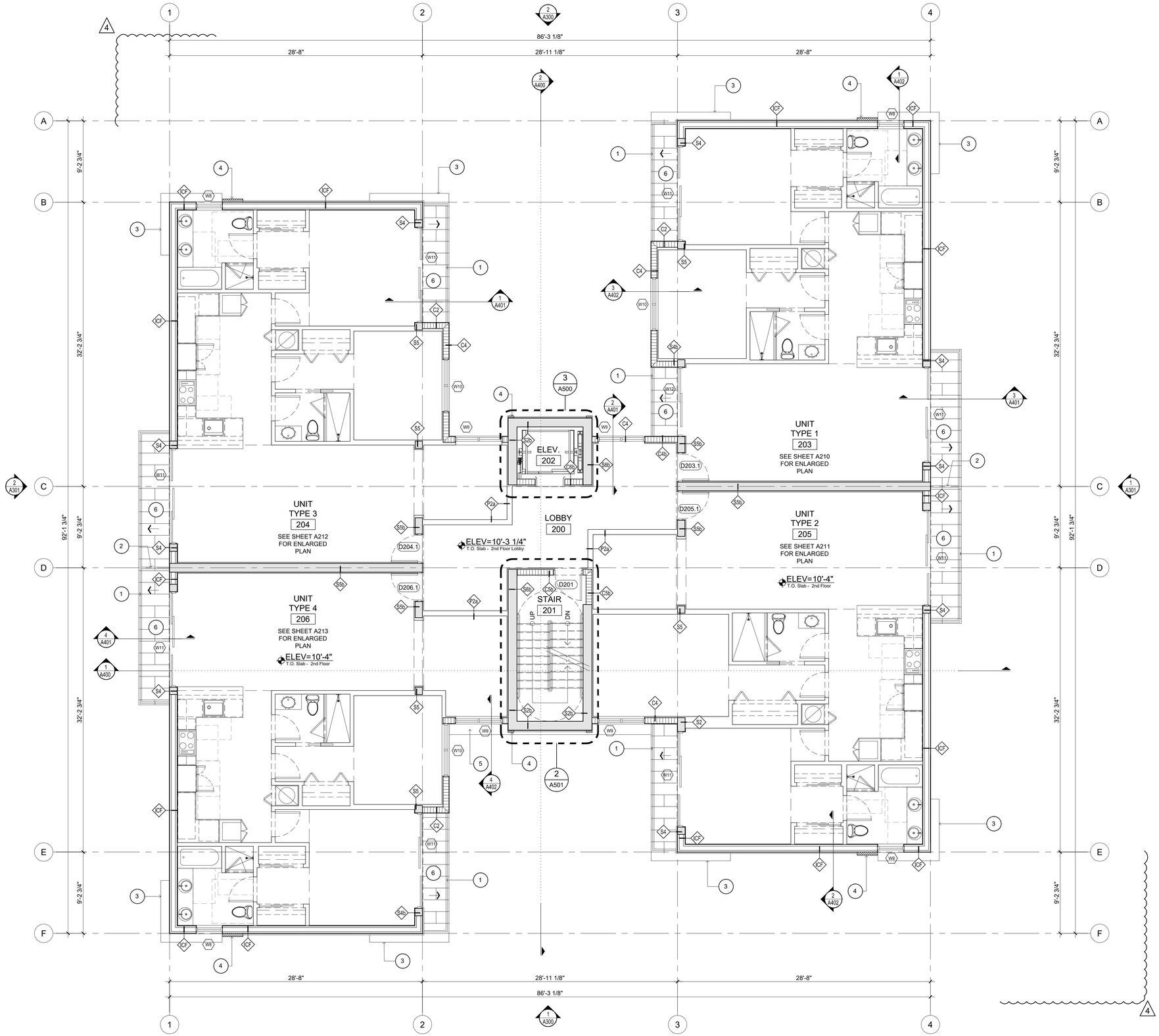
PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE PREPARED FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT PURSUANT TO A WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Ground Floor Plan
A200



1 Second Floor Plan
SCALE: 3/16" = 1'-0"

KEY NOTES

1	ALUMINUM GUARDRAIL SYSTEM
2	ALUMINUM BALCONY DIVIDER
3	DECORATIVE CONCRETE EYEBROW, SLOPE TO PREVENT STANDING WATER
4	5/8" STUCCO OVER EIFS BAND
5	SLAB EDGE EXTENDED PAST WALL, SEE DIMENSIONED PLAN FOR LENGTH
6	BALCONY, TILE FINISH TO BE SELECTED BY OWNER
7	TERRACE, TILE FINISH TO BE SELECTED BY OWNER

2 Notes
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 3314
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA. ARCHITECT AR0014406

266

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

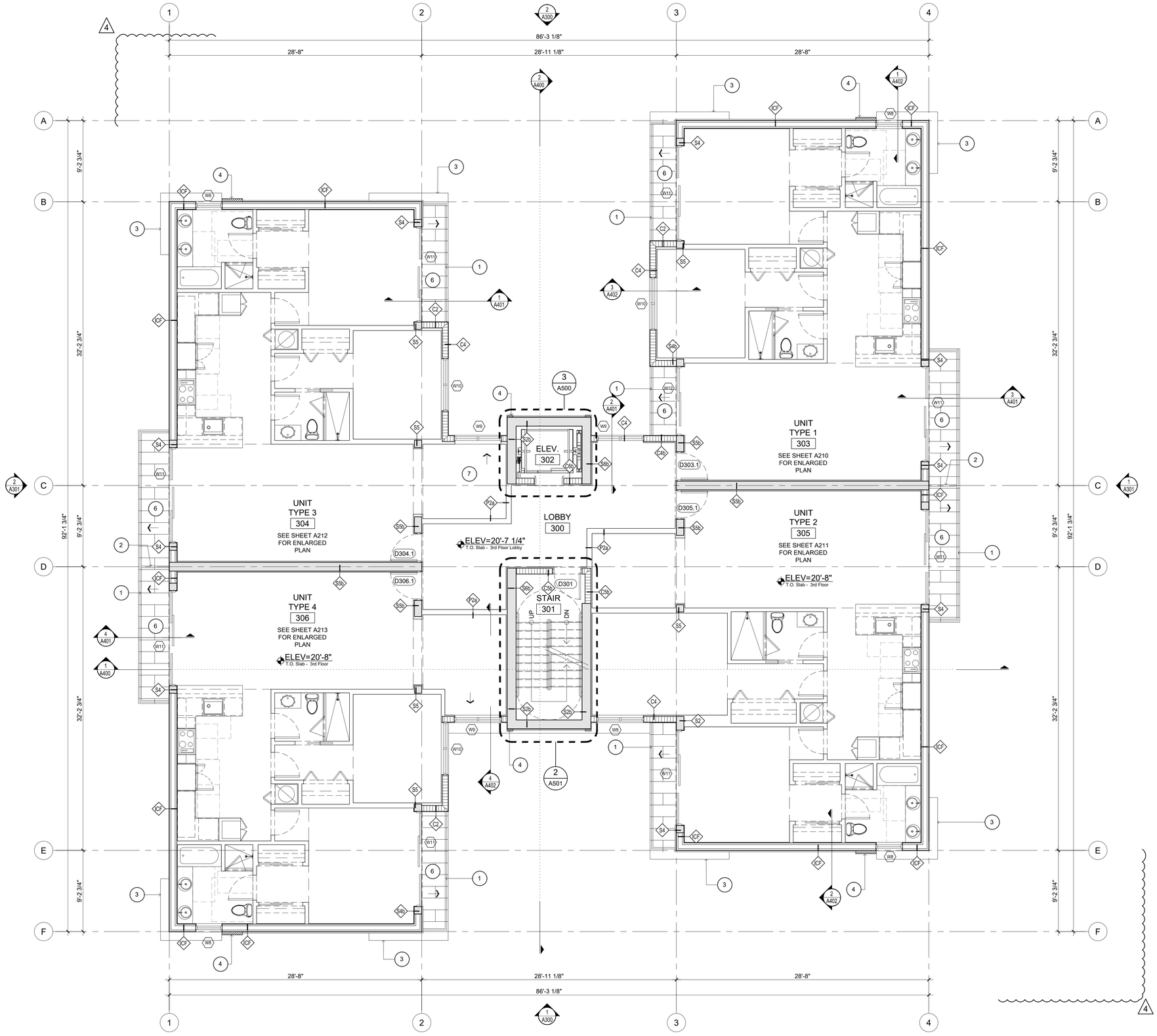
PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & PROPOSALS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT PURSUANT TO A WRITTING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Second Floor Plan
A201



1 Third Floor Plan
SCALE: 3/16" = 1'-0"

KEY NOTES

1	ALUMINUM GUARDRAIL SYSTEM
2	ALUMINUM BALCONY DIVIDER
3	DECORATIVE CONCRETE EYEBROW, SLOPE TO PREVENT STANDING WATER
4	5/8" STUCCO OVER EIFS BAND
5	BALCONY SLAB EDGE EXTEND PAST WALL
6	BALCONY, TILE FINISH TO BE SELECTED BY OWNER

2 Notes
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 3314
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA. ARCHITECT AR0014406

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

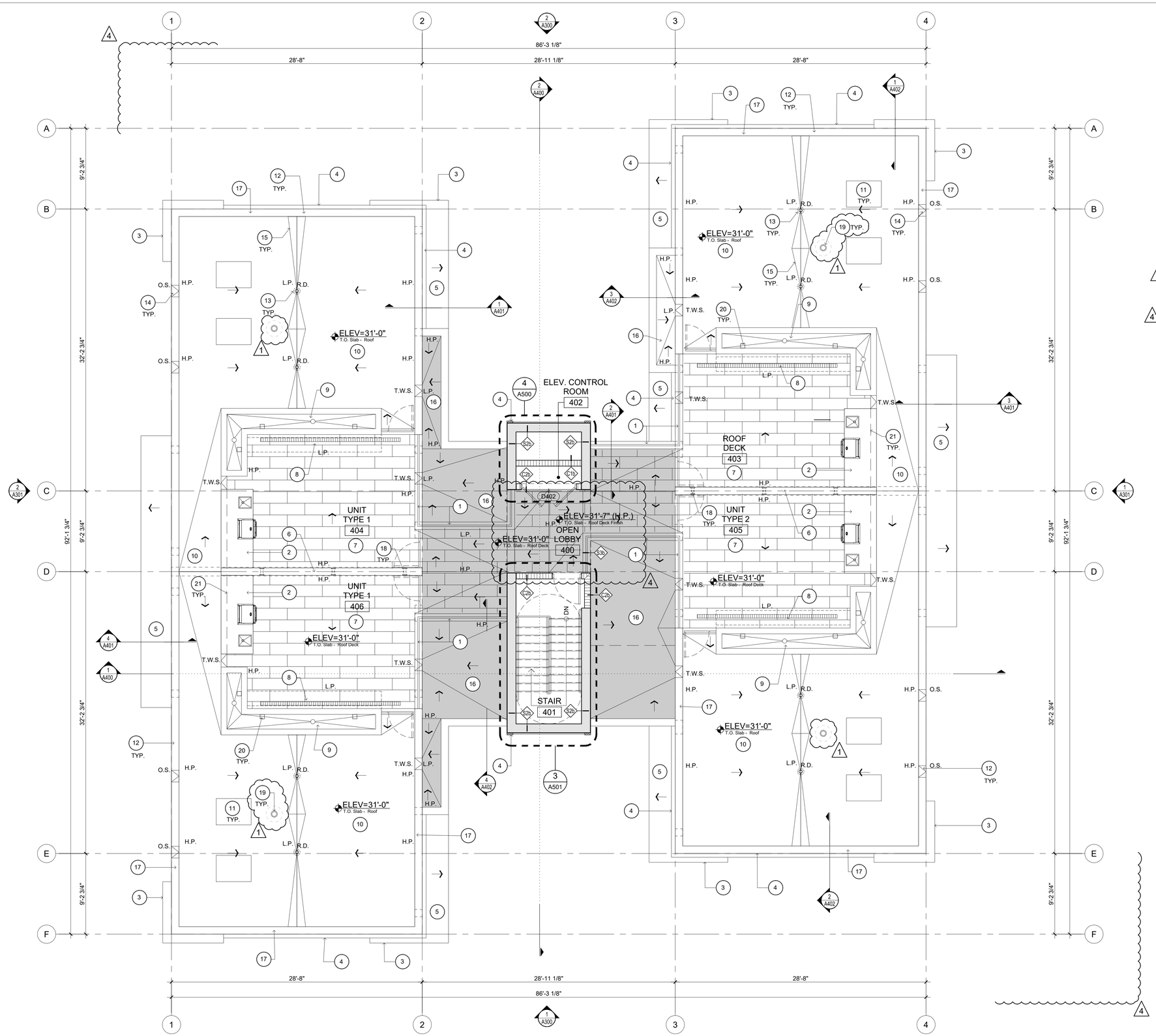
PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & PROPOSALS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Third Floor Plan
A202



1 Roof Deck Plan
SCALE: 3/16" = 1'-0"

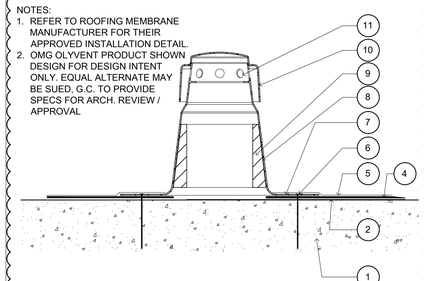
KEY NOTES

1	ALUMINUM GUARDRAIL SYSTEM OVER LOW CONCRETE WALL
2	CONCRETE COUNTER W/ BUILT IN BBQ AND SINK
3	DECORATIVE CONCRETE EYEBROW, SLOPE TO PREVENT STANDING WATER
4	5/8" STUCCO OVER EIFS BAND
5	CONCRETE OVERHANG
6	LANDSCAPE SCREEN
7	ROOF DECK, TILE FINISH TO BE SELECTED BY OWNER
8	BUILT IN BENCH
9	PLANTER W/ DRAIN, COORDINATE WITH MEP
10	SINGLE PLY TPO OVER 2" MIN LIGHT-WEIGHT INSULATED CONCRETE OVER 4" STRUCTURAL SLAB ON 12.5" QUAD-DECK INSULATING FORM R-VALUE: 33 U-VALUE: 0.17
11	ROOF TOP EQUIPMENT MOUNTED ON ALUMINUM STANDS
12	PARAPET CAP FLASHING
13	ROOF DRAIN
14	OVERFLOW SCUPPER
15	CRICKET, SLOPE TO DRAIN
16	LIGHT-WEIGHT CONCRETE (OVER STRUCTURAL SLAB) SLOPED TO SCUPPERS
17	PARAPET, 42" HIGH MIN. ABOVE ADJACENT FINISH FLOOR. TYP. AT PERIMETER
18	RECESSED LED STEP LIGHT FIXTURE AT LOW WALL
19	BREATHER VENT FOR LWIC, G.C. TO PROVIDE 1 VENT PER EVERY 1,000 S.F. OF LWIC OR AS PER ROOFING MANUFACTURER'S SPECS AND RECOMMENDATIONS TO ALLOW FOR PROPER MOISTURE VENTING PER FBC 1917.4.1
20	LANDSCAPE LIGHTING
21	CMU LOW WALL AT BACKSIDE OF BUILT-IN BBQ
4	DENOTES AREAS TO RECEIVE EPS INSULATION AT UNDER SIDE OF STRUCTURAL SLAB

2 Notes
SCALE: N.T.S.

1	STRUCTURAL SLAB
2	VAPOR BARRIER
3	NOT USED
4	ROOFING MEMBRANE
5	ROOFING MEMBRANE FLASHING
6	FLANGE FASTENER
7	ALUMINUM FLANGE
8	VENT STEM
9	INSULATION INSERT
10	VENT RAIN CAP
11	BREATHER HOLES

NOTES:
1. REFER TO ROOFING MEMBRANE MANUFACTURER FOR THEIR APPROVED INSTALLATION DETAIL.
2. OMG OLYVENT PRODUCT SHOWN DESIGN FOR DESIGN INTENT ONLY. EQUAL ALTERNATE MAY BE SUED, G.C. TO PROVIDE SPECS FOR ARCH. REVIEW / APPROVAL



3 Breather Vent Detail
SCALE: 3" = 1'-0"

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 3314 268
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA. ARCHITECT AR0014406

REV. #	DATE	COMMENTS
1	08.24.18	PERMIT COMMENTS
4	02.18.19	OWNER REVISIONS

PERMIT SET

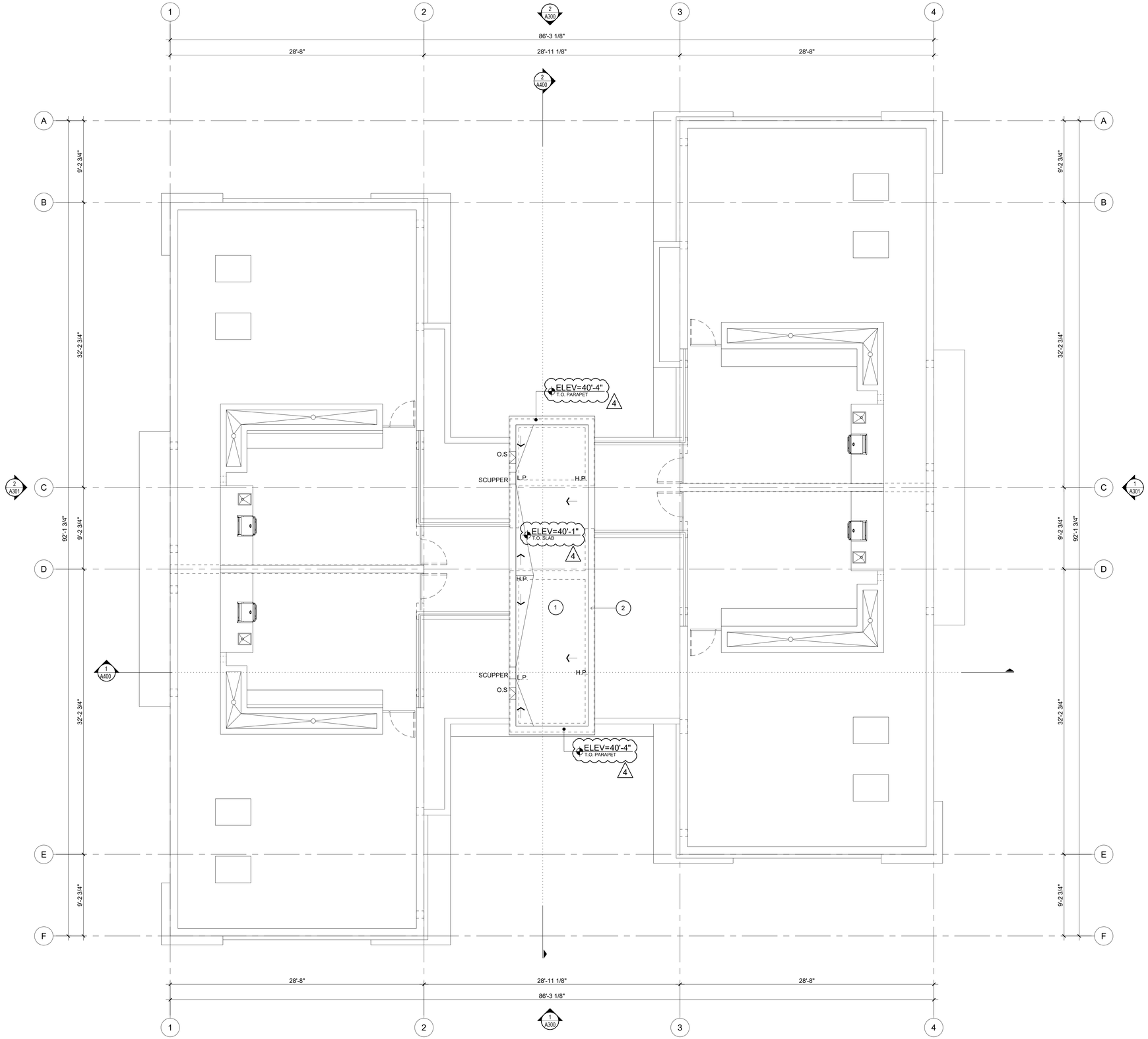
BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGN STUDIO AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE PREPARED FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.:	17-011-00
ISSUE DATE:	07-09-2018
PLOT DATE:	07-09-2018
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

Roof Deck Plan

SHEET
A203



1 Upper Roof Plan
SCALE: 3/16" = 1'-0"

KEY NOTES

1	SINGLE PLY TPO OVER STRUCTURAL CONCRETE SLAB
2	PARAPET CAP FLASHING, SEE DETAIL X/XXX

2 Notes
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 3314
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E CONDE, RA. ARCHITECT AR0014406

269

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

PERMIT SET

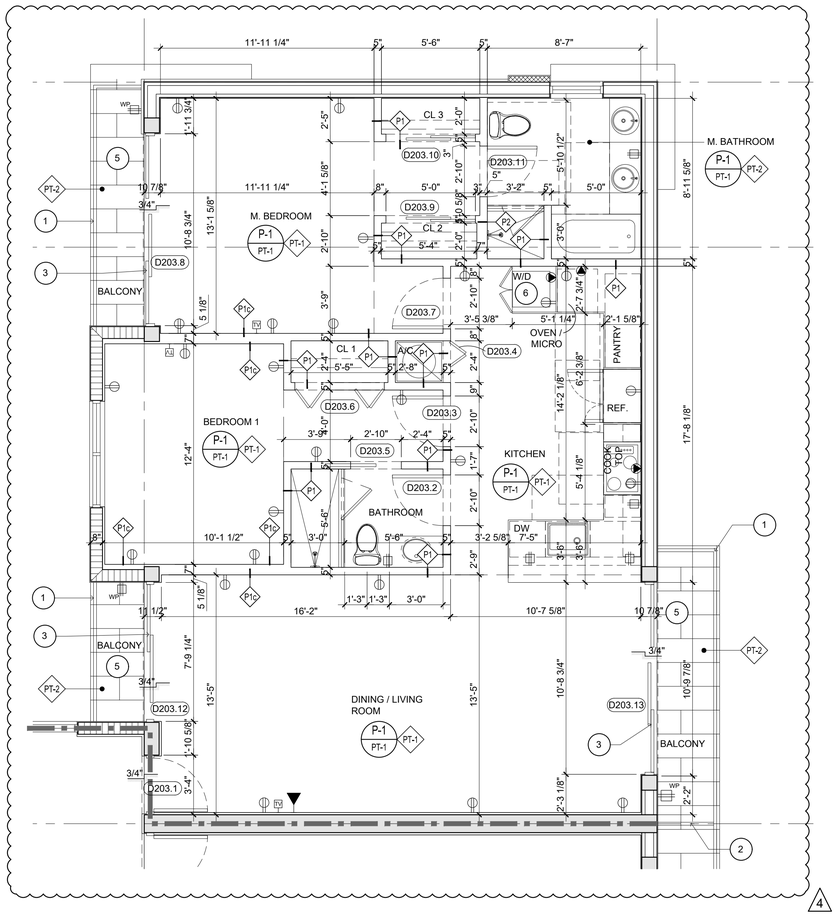
BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

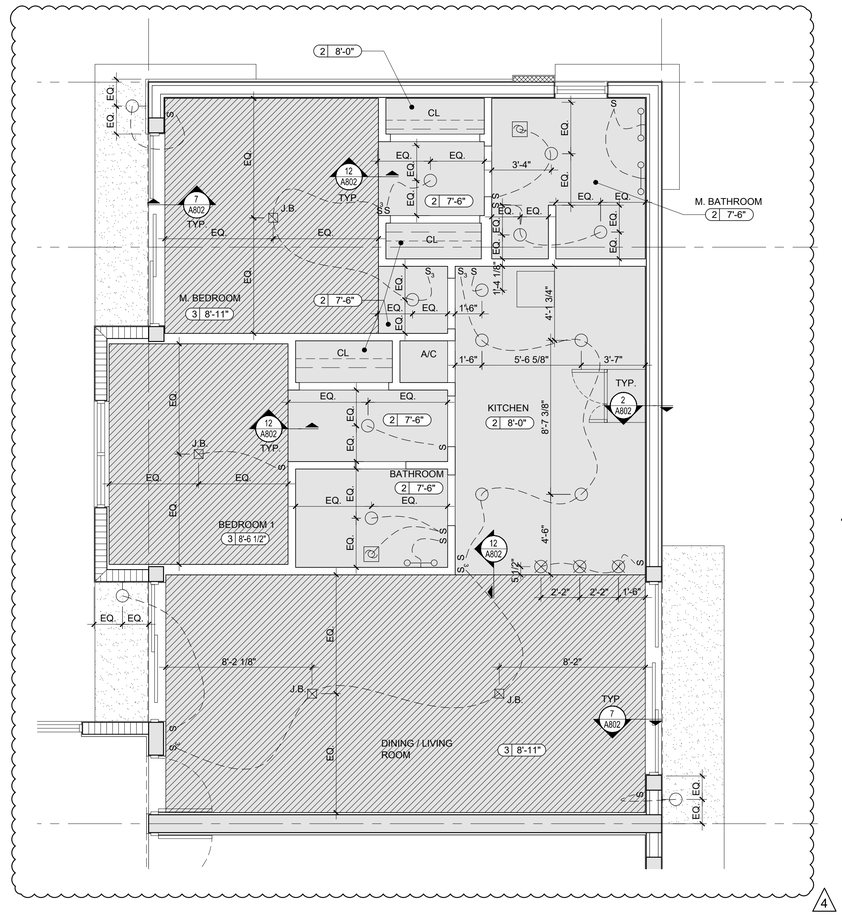
OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS SHALL AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE PREPARED FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET Upper Roof Plan

A204





ONE HOUR FIRE RATED WALL

TWO HOUR FIRE RATED WALL

UNIT 203 SHOWN. UNIT TYPE APPLICABLE TO UNIT 303

1 Enlarged Unit Type "1" Floor Plan
SCALE: 1/4" = 1'-0"

2 Enlarged Unit Type "1" RCP
SCALE: 1/4" = 1'-0"

KEY NOTES

1	42" HIGH ALUMINUM GUARDRAIL SYSTEM
2	ALUMINUM BALCONY DIVIDER
3	SLIDING GLASS DOOR - IMPACT RATED
4	HORIZONTAL ROLLER WINDOW AT 42" A.F.F.
5	TILE FINISH - TO BE SELECTED BY OWNER
6	W/D COMPARTMENT DOORS TO BE FULLY LOUVERED

GENERAL NOTES

- SEE OVERALL PLANS FOR DOOR TAGS NOT SHOWN
- G.C. TO ENSURE PARTITION FINISH FACE ALIGN W/ INTERIOR FINISH FACE OF PERIMETER ICF WALLS & CONCRETE COLUMNS. PROVIDE ADDITIONAL GYPSUM LAYERS OR DEEPER FURRING CHANNELS OR METAL STUDS AS REQUIRED.

CEILING MATERIAL LEGEND

CEILING MATERIAL

2 7'-6"

CEILING HEIGHT

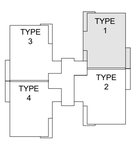
1		EXPOSED CONCRETE STRUCTURE - OWNER TO DETERMINE AREAS TO BE PRIMED AND PAINTED
2		GYPSUM BOARD CEILING OVER METAL FRAMING - PRIMED AND PAINT FINISH
3		GYPSUM BOARD CEILING OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH
4		ACOUSTICAL CEILING TILE - 2X2 WITH SLIM LINE GRID, OWNER TO APPROVE TILE FINISH
5		3/8" (3) COAT STUCCO OVER CONCRETE - PRIMED AND PAINT FINISH
6		STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. ON METAL STUD FRAMING - PRIMED AND PAINT FINISH
7		STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH

FINISH SYMBOL LEGEND

SYMBOL	DESCRIPTION
XX	FLOORING
X-X / X-X	WALL BASE
XXX	MATERIAL FINISH
X/XXX	TRANSITION DETAIL

ELECTRICAL SYMBOL LEGEND

	DUPLEX OUTLET (GROUNDING)
	SPLIT SWITCH OUTLET(GROUNDING)
	SINGLE OUTLET (GROUNDING)
	SPECIAL PURPOSE
	120V GFI DUPLEX OUTLET
WP	120V GFI DUPLEX RECEPTACLE WITH COVER FOR WEATHER PROOF PROTECTION
	RECESS CEILING FIXTURE (HI HAT)
	WALL MOUNTED FIXTURE
	SURFACE CEILING FIXTURE
	PENDENT LIGHT
	EXHAUST FAN
S	SINGLE POLE SWITCH
S3	THREE WAY SWITCH
TV	TV / CABLE
	TELEPHONE OUTLET
	DATA
	DOOR BELL OR CHIME
	ELECTRICAL PANEL
	LED STRIP LIGHT IN COVE
UC	UNDER COUNTER
	VANITY LIGHT FIXTURE



3 General Notes / Legend
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0711
DULCE M. CONDE, RA, ARCHITECT AR001803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

PERMIT SET

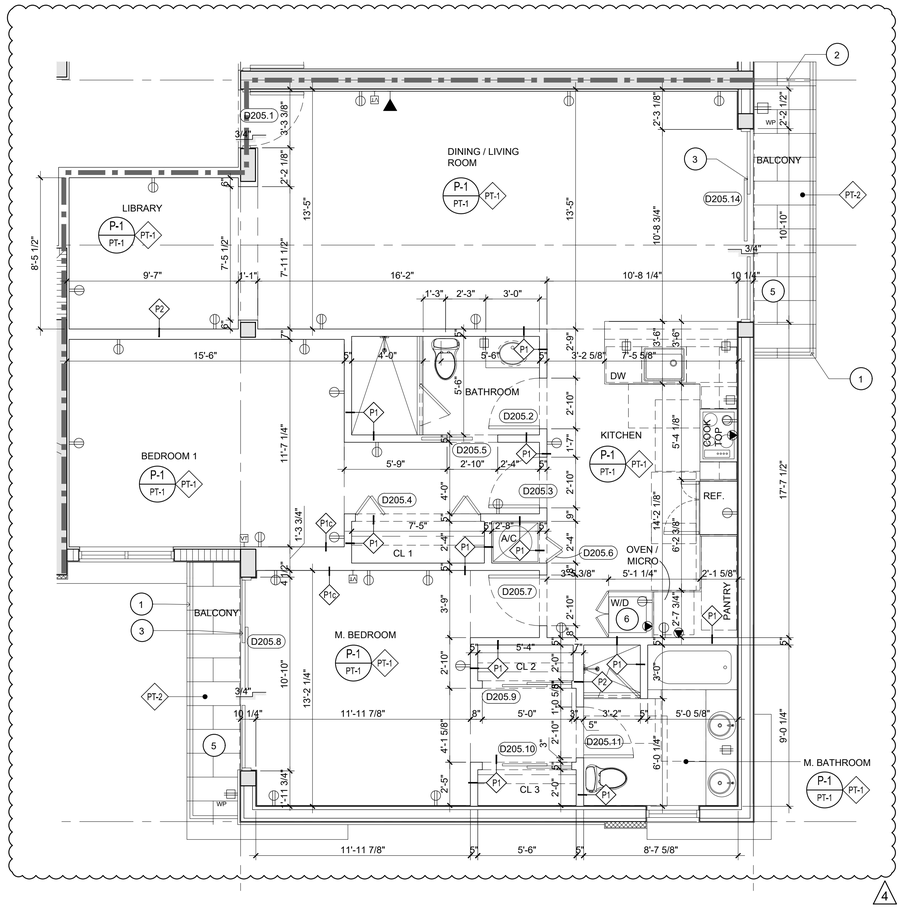
BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT AS AGREED TO IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Unit Type 1
Enlarged Plans

A210

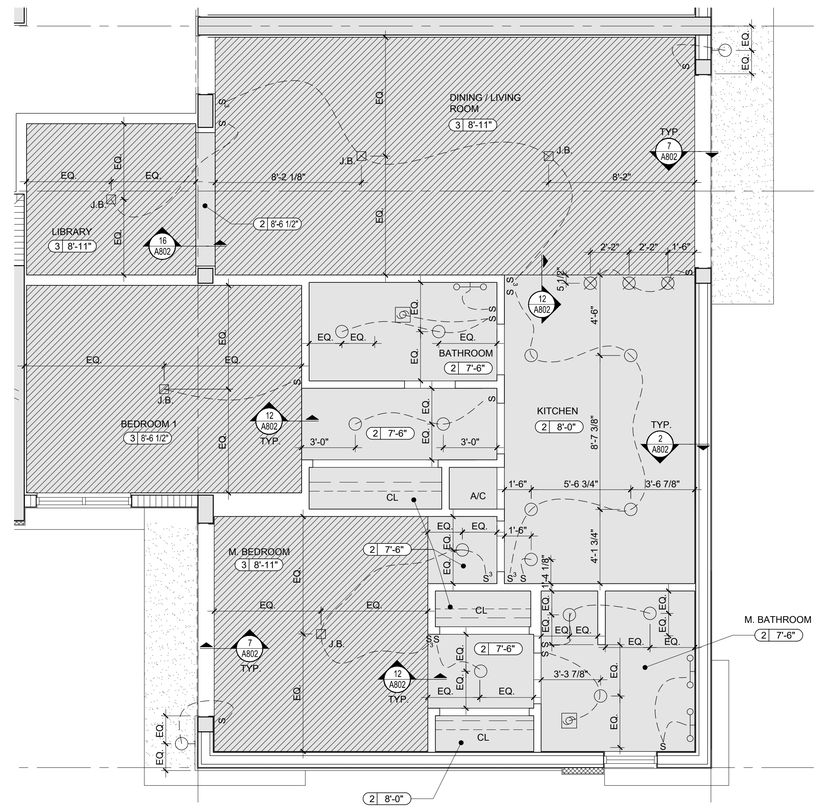


ONE HOUR FIRE RATED WALL

TWO HOUR FIRE RATED WALL

UNIT 205 SHOWN. UNIT TYPE APPLICABLE TO UNIT 305.

1 Enlarged Unit Type "2" Floor Plan
SCALE: 1/4" = 1'-0"



2 Enlarged Unit Type "2" RCP
SCALE: 1/4" = 1'-0"

KEY NOTES

	1	42" HIGH ALUMINUM GUARDRAIL SYSTEM
	2	ALUMINUM BALCONY DIVIDER
	3	SLIDING GLASS DOOR - IMPACT RATED
	4	HORIZONTAL ROLLER WINDOW AT 42" A.F.F.
	5	TILE FINISH - TO BE SELECTED BY OWNER
4	6	W/D COMPARTMENT DOORS TO BE FULLY LOUVERED

GENERAL NOTES

- SEE OVERALL PLANS FOR DOOR TAGS NOT SHOWN
- G.C. TO ENSURE PARTITION FINISH FACE ALIGN W/ INTERIOR FINISH FACE OF PERIMETER ICF WALLS & CONCRETE COLUMNS. PROVIDE ADDITIONAL GYPSUM LAYERS OR DEEPER FURRING CHANNELS OR METAL STUDS AS REQUIRED.

CEILING MATERIAL LEGEND

CEILING MATERIAL

2 7'-6"

CEILING HEIGHT

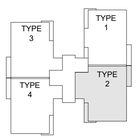
1	EXPOSED CONCRETE STRUCTURE - OWNER TO DETERMINE AREAS TO BE PRIMED AND PAINTED
2	GYPSUM BOARD CEILING OVER METAL FRAMING - PRIMED AND PAINT FINISH
3	GYPSUM BOARD CEILING OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH
4	ACOUSTICAL CEILING TILE - 2X2 WITH SLIM LINE GRID, OWNER TO APPROVE TILE FINISH
5	3/8" (3) COAT STUCCO OVER CONCRETE - PRIMED AND PAINT FINISH
6	STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. ON METAL STUD FRAMING - PRIMED AND PAINT FINISH
7	STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH

FINISH SYMBOL LEGEND

SYMBOL	DESCRIPTION
XX	FLOORING
X-X / X-X	WALL BASE
XXX	MATERIAL FINISH
X/XXX	TRANSITION DETAIL

ELECTRICAL SYMBOL LEGEND

	DUPLEX OUTLET (GROUNDING)
	SPLIT SWITCH OUTLET(GROUNDING)
	SINGLE OUTLET (GROUNDING)
	SPECIAL PURPOSE
	120V GFI DUPLEX OUTLET
WP	120V GFI DUPLEX RECEPTACLE WITH COVER FOR WEATHER PROOF PROTECTION
	RECESS CEILING FIXTURE (HI HAT)
	WALL MOUNTED FIXTURE
	SURFACE CEILING FIXTURE
	PENDENT LIGHT
	EXHAUST FAN
S	SINGLE POLE SWITCH
S3	THREE WAY SWITCH
TV	TV / CABLE
	TELEPHONE OUTLET
	DATA
	DOOR BELL OR CHIME
	ELECTRICAL PANEL
	LED STRIP LIGHT IN COVE
UC	UNDER COUNTER
	VANITY LIGHT FIXTURE



3 General Notes / Legend
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0711 271
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

PERMIT SET

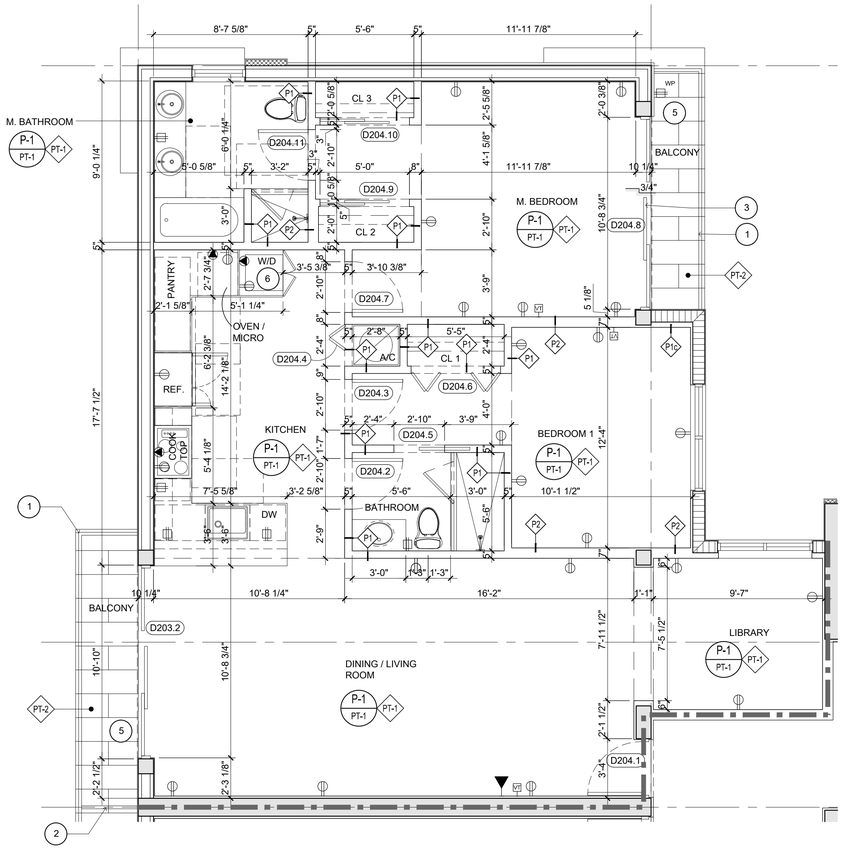
BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

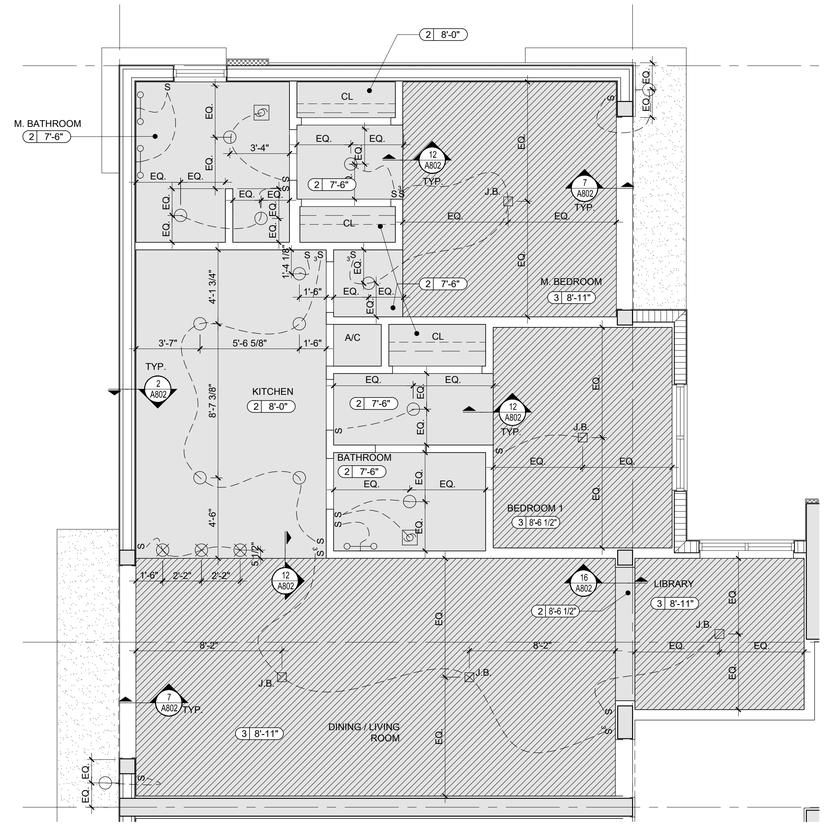
OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS, AS WELL AS THE IDEAS AND DESIGNS ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT AGREED TO IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Unit Type 2
Enlarged Plans

A211





ONE HOUR FIRE RATED WALL

TWO HOUR FIRE RATED WALL

UNIT 204 SHOWN. UNIT TYPE APPLICABLE TO UNIT 304.

1 Enlarged Unit Type "3" Floor Plan
SCALE: 1/4" = 1'-0"

2 Enlarged Unit Type "3" RCP
SCALE: 1/4" = 1'-0"

KEY NOTES

1	42" HIGH ALUMINUM GUARDRAIL SYSTEM
2	ALUMINUM BALCONY DIVIDER
3	SLIDING GLASS DOOR - IMPACT RATED
4	HORIZONTAL ROLLER WINDOW AT 42" A.F.F.
5	TILE FINISH - TO BE SELECTED BY OWNER
6	W/D COMPARTMENT DOORS TO BE FULLY LOUVERED

GENERAL NOTES

-	SEE OVERALL PLANS FOR DOOR TAGS NOT SHOWN
-	G.C. TO ENSURE PARTITION FINISH FACE ALIGN W/ INTERIOR FINISH FACE OF PERIMETER ICF WALLS & CONCRETE COLUMNS. PROVIDE ADDITIONAL GYPSUM LAYERS OR DEEPER FURRING CHANNELS OR METAL STUDS AS REQUIRED.

CEILING MATERIAL LEGEND

CEILING MATERIAL
2 7'-6"
CEILING HEIGHT

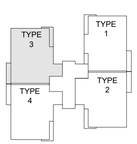
1	EXPOSED CONCRETE STRUCTURE - OWNER TO DETERMINE AREAS TO BE PRIMED AND PAINTED
2	GYPSUM BOARD CEILING OVER METAL FRAMING - PRIMED AND PAINT FINISH
3	GYPSUM BOARD CEILING OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH
4	ACOUSTICAL CEILING TILE - 2X2 WITH SLIM LINE GRID, OWNER TO APPROVE TILE FINISH
5	3/8" (3) COAT STUCCO OVER CONCRETE - PRIMED AND PAINT FINISH
6	STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. ON METAL STUD FRAMING - PRIMED AND PAINT FINISH
7	STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH

FINISH SYMBOL LEGEND

SYMBOL	DESCRIPTION
XX	FLOORING
X-X / X-X	WALL BASE
XXX	MATERIAL FINISH
X/XXX	TRANSITION DETAIL

ELECTRICAL SYMBOL LEGEND

	DUPLEX OUTLET (GROUNDING)
	SPLIT SWITCH OUTLET(GROUNDING)
	SINGLE OUTLET (GROUNDING)
	SPECIAL PURPOSE
	120V GFI DUPLEX OUTLET
WP	120V GFI DUPLEX RECEPTACLE WITH COVER FOR WEATHER PROOF PROTECTION
	RECESS CEILING FIXTURE (HI HAT)
	WALL MOUNTED FIXTURE
	SURFACE CEILING FIXTURE
	PENDENT LIGHT
	EXHAUST FAN
S	SINGLE POLE SWITCH
S_3	THREE WAY SWITCH
TV	TV / CABLE
	TELEPHONE OUTLET
	DATA
	DOOR BELL OR CHIME
	ELECTRICAL PANEL
	LED STRIP LIGHT IN COVE
UC	UNDER COUNTER
	VANITY LIGHT FIXTURE



3 General Notes / Legend
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 80TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0711
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

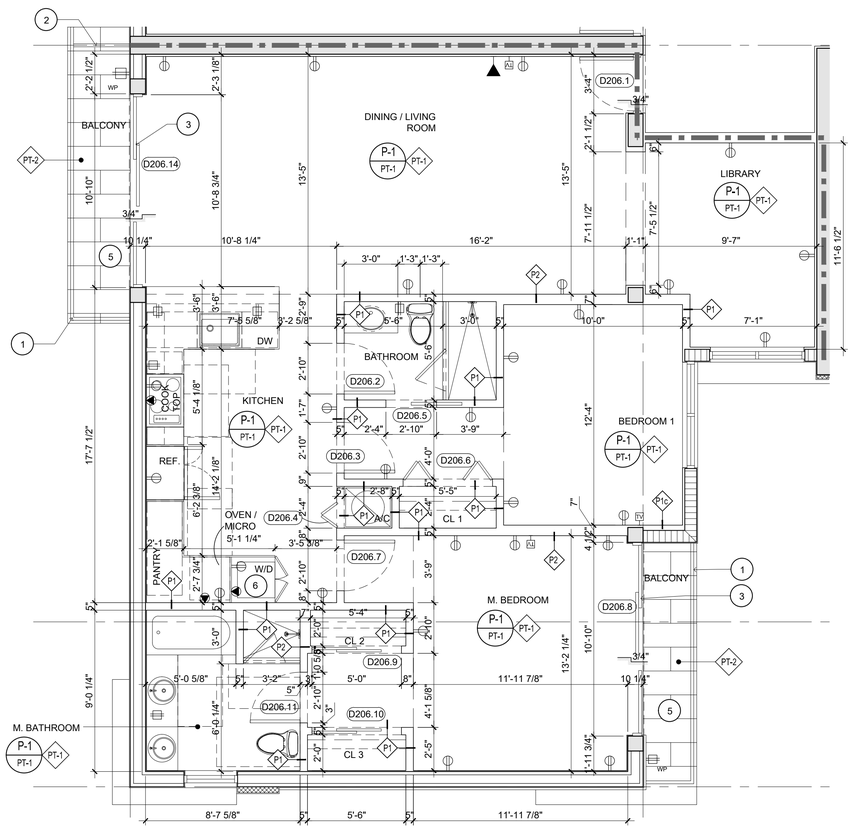
PERMIT SET

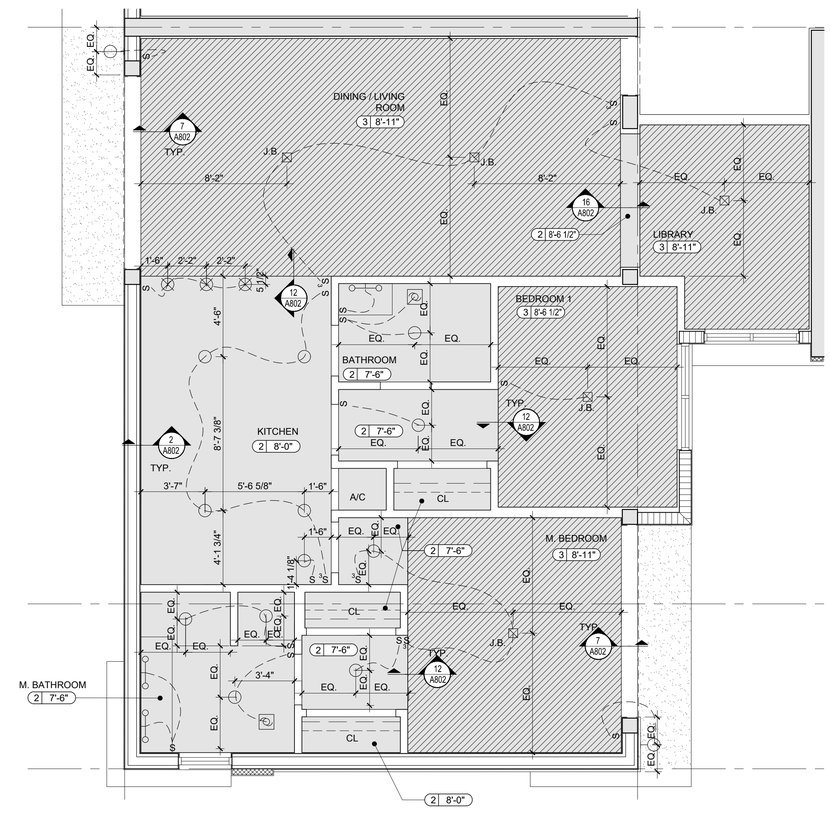
BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & THE DESIGNS & INFORMATION CONTAINED THEREIN ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT PURSUANT TO A WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

SHEET
Unit Type 3
Enlarged Plans
4
A212





ONE HOUR FIRE RATED WALL

TWO HOUR FIRE RATED WALL

UNIT 206 SHOWN. UNIT TYPE APPLICABLE TO UNIT 306.

1 Enlarged Unit Type "4" Floor Plan
SCALE: 1/4" = 1'-0"

2 Enlarged Unit Type "4" RCP
SCALE: 1/4" = 1'-0"

KEY NOTES

1	42" HIGH ALUMINUM GUARDRAIL SYSTEM
2	ALUMINUM BALCONY DIVIDER
3	SLIDING GLASS DOOR - IMPACT RATED
4	HORIZONTAL ROLLER WINDOW AT 42" A.F.F.
5	TILE FINISH - TO BE SELECTED BY OWNER
6	W/D COMPARTMENT DOORS TO BE FULLY LOUVERED

GENERAL NOTES

-	SEE OVERALL PLANS FOR DOOR TAGS NOT SHOWN
-	G.C. TO ENSURE PARTITION FINISH FACE ALIGN W/ INTERIOR FINISH FACE OF PERIMETER ICF WALLS & CONCRETE COLUMNS. PROVIDE ADDITIONAL GYPSUM LAYERS OR DEEPER FURRING CHANNELS OR METAL STUDS AS REQUIRED.

CEILING MATERIAL LEGEND

CEILING MATERIAL
2 7'-6"
CEILING HEIGHT

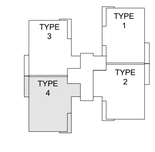
1	EXPOSED CONCRETE STRUCTURE - OWNER TO DETERMINE AREAS TO BE PRIMED AND PAINTED
2	GYPSUM BOARD CEILING OVER METAL FRAMING - PRIMED AND PAINT FINISH
3	GYPSUM BOARD CEILING OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH
4	ACOUSTICAL CEILING TILE - 2X2 WITH SLIM LINE GRID, OWNER TO APPROVE TILE FINISH
5	3/8" (3) COAT STUCCO OVER CONCRETE - PRIMED AND PAINT FINISH
6	STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. ON METAL STUD FRAMING - PRIMED AND PAINT FINISH
7	STO-QUICK GOLD SOFFIT SYSTEM OVER 5/8" GLASS-MATT GYP. OVER QUAD-DECK ICF FORM - PRIMED AND PAINT FINISH

FINISH SYMBOL LEGEND

SYMBOL	DESCRIPTION
XX	FLOORING
X-X / X-X	WALL BASE
XXX	MATERIAL FINISH
X/XXX	TRANSITION DETAIL

ELECTRICAL SYMBOL LEGEND

	DUPLEX OUTLET (GROUNDING)
	SPLIT SWITCH OUTLET(GROUNDING)
	SINGLE OUTLET (GROUNDING)
	SPECIAL PURPOSE
	120V GFI DUPLEX OUTLET
WP	120V GFI DUPLEX RECEPTACLE WITH COVER FOR WEATHER PROOF PROTECTION
	RECESS CEILING FIXTURE (HI HAT)
	WALL MOUNTED FIXTURE
	SURFACE CEILING FIXTURE
	PENDENT LIGHT
	EXHAUST FAN
S	SINGLE POLE SWITCH
S_3	THREE WAY SWITCH
TV	TV / CABLE
	TELEPHONE OUTLET
	DATA
	DOOR BELL OR CHIME
	ELECTRICAL PANEL
	LED STRIP LIGHT IN COVE
UC	UNDER COUNTER
	VANITY LIGHT FIXTURE



3 General Notes / Legend
SCALE: N.T.S.

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0711 273
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

REV. #	DATE	COMMENTS
4	02.18.19	OWNER REVISIONS

PERMIT SET

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

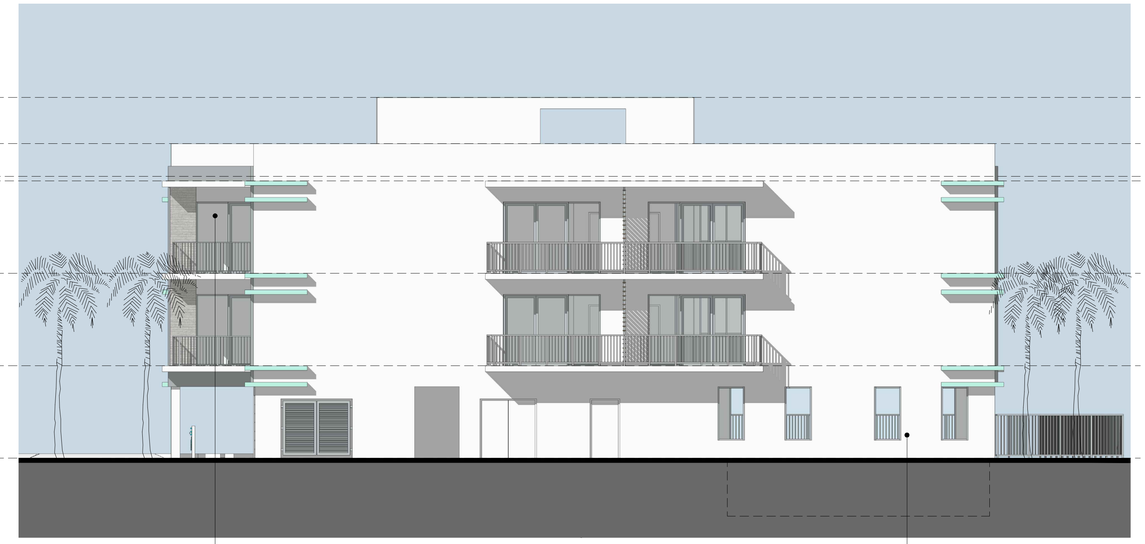
OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS IS RESTRICTED TO AUTHORIZED USE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THESE MATERIALS NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT WITH THE AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 07-09-2018
PLOT DATE: 07-09-2018
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

Unit Type 4
Enlarged Plans

SHEET A213 (4)

Rear Elevation (West)



Side Elevation (North)

BALCONY DIVIDER:
WOOD / METAL
SCREEN

ACCENT FINISH:
LIGHT SLUMP
BRICK

WALL COLOR:
WHITE ICE
OC-58
LIGHT TEXTURED
STUCCO

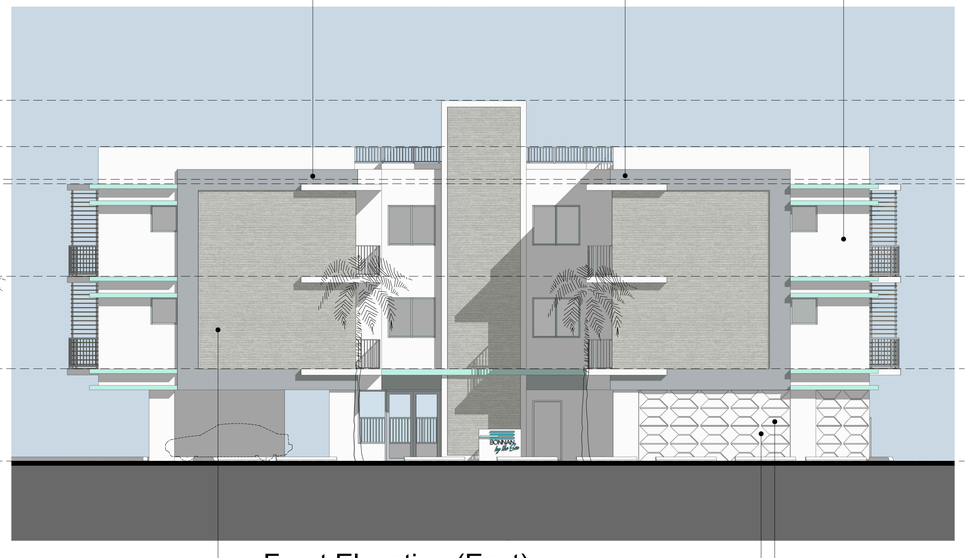
ACCENT COLOR:
SEA MIST GREEN
2041-50
LIGHT TEXTURED
STUCCO

WINDOWS/ / DOORS:
FRAME - ANODIZED
ALUMINUM FINISH
GLASS - LIGHT GREEN
TINT

ACCENT BAND COLOR:
SILVER HALF DOLLAR
2121-40
RAISED TEXTURED
STUCCO

WALL COLOR:
WHITE ICE
OC-58
LIGHT TEXTURED
STUCCO

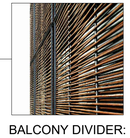
Side Elevation (South)



Front Elevation (East)

BALCONY /
GROUND RAILING:
ANODIZED
ALUMINUM FINISH

DECORATIVE
CONCRETE BLOCK
WALL



BALCONY DIVIDER:
WOOD / METAL
SCREEN

ACCENT FINISH:
LIGHT SLUMP
BRICK

STUCCO PATTERN

1 Building Elevations
SCALE: 1/8" = 1'-0"

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION

6780 SW 80TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0717
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. #	DATE	COMMENTS

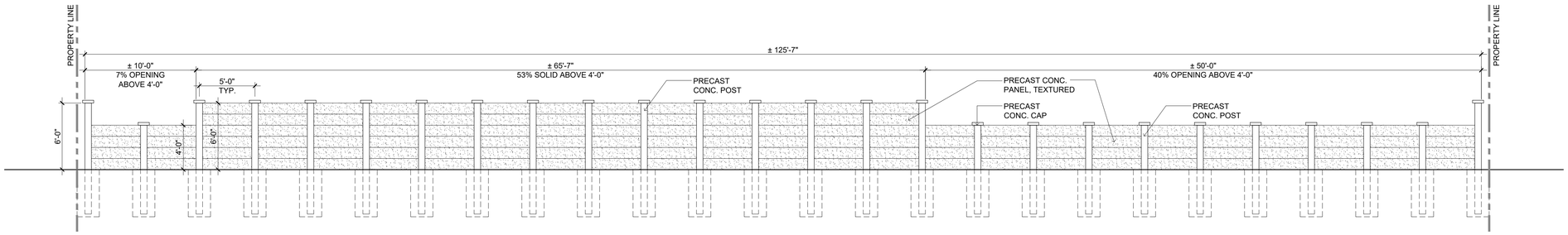
BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & INSTRUMENTS OF SERVICE, INCLUDING THE DESIGNS ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR EXISTS OR NOT. THEY ARE TO BE NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.: 17-011-00
ISSUE DATE: 06-20-2017
PLOT DATE: 06-20-2017
SCALE: AS NOTED
DRAWN BY: PEC/JC
CHECKED BY: DC/PEC

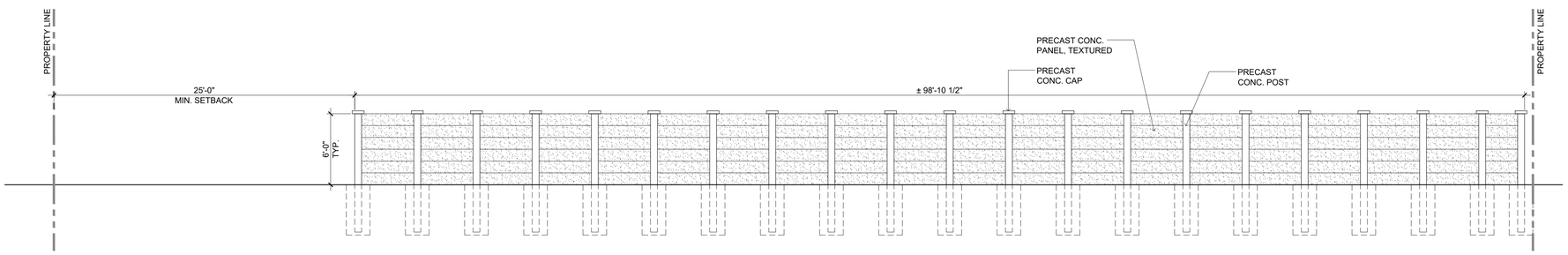
SHEET
Building Elevations

A300



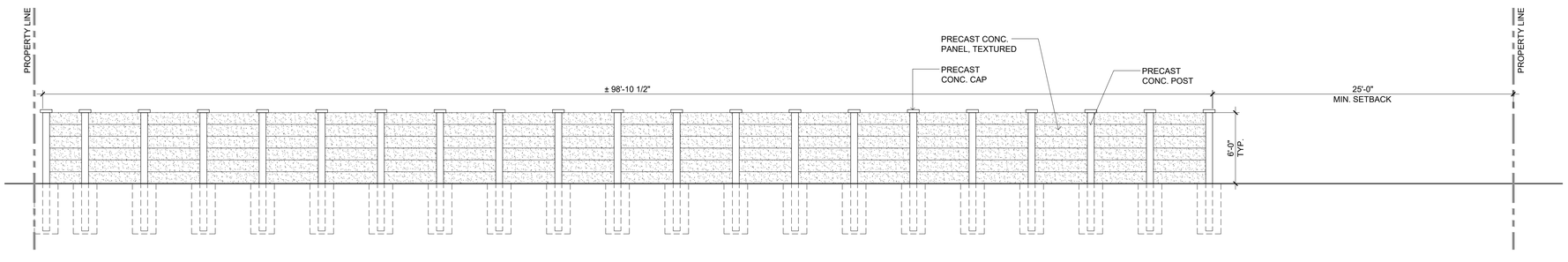
Precast Concrete Fence - West Elevation

FACING RD-10 ZONING DISTRICT



Precast Concrete Fence - North Elevation

FACING RM-25 ZONING DISTRICT



Precast Concrete Fence - South Elevation

FACING RM-25 ZONING DISTRICT

Precast Concrete Fence Reference Image

1 Perimeter Fence Elevations

SCALE: 1/8" = 1'-0"

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. #	DATE	COMMENTS

BONNAN BY-THE-SEA

4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DRAWINGS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY ARE TO NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT WITHOUT WRITTEN AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

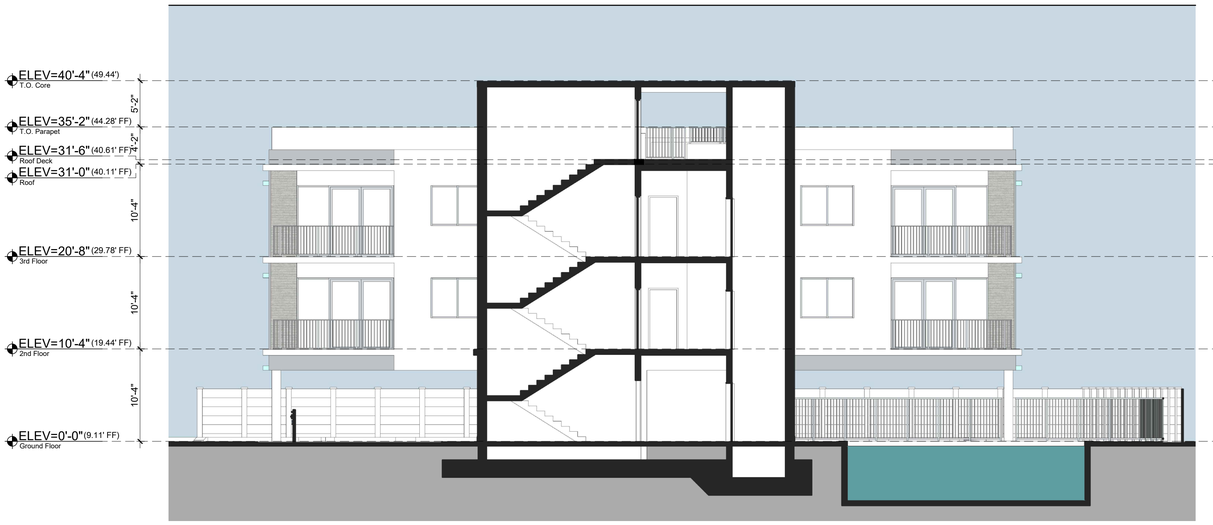
PROJ. NO.:	17-011-00
ISSUE DATE:	06-20-2017
PLOT DATE:	06-20-2017
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

SHEET

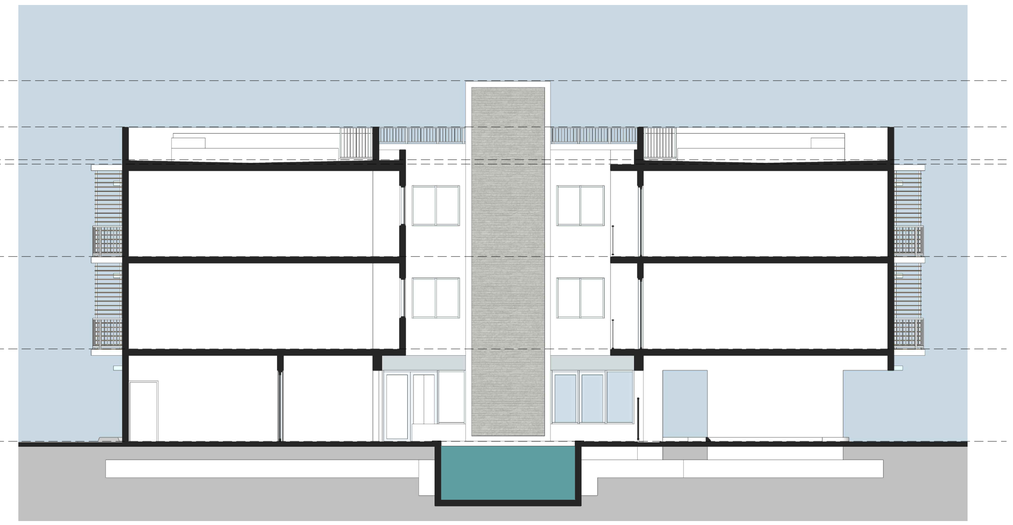
Precast Concrete Fence Elevations

A301

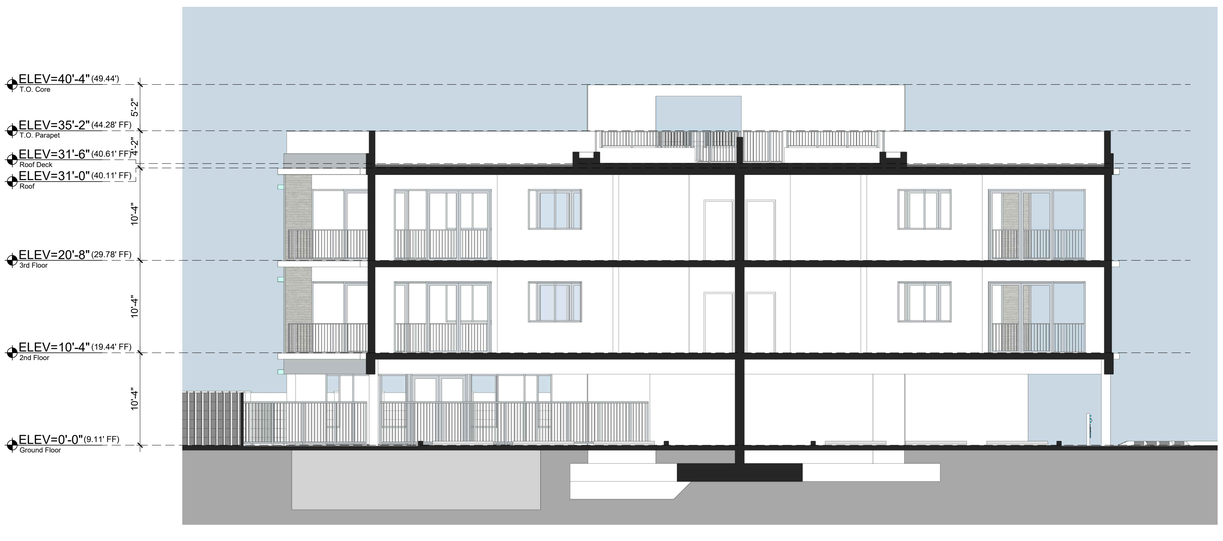
Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
4917 SW 74TH COURT MIAMI FL 33155
P 305 740 0723 F 305 740 0711
DULCE M. CONDE, RA. ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA. ARCHITECT AR0014406



Section 1



Section 2



Section 3

1 Building Sections
SCALE: 1/8" = 1'-0"

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION

6780 SW 60TH STREET MIAMI FL 331
P 305 740.0723 F 305 740.0711
DULCE M. CONDE, RA, ARCHITECT AR001803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

276

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. #	DATE	COMMENTS

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.:	17-011-00
ISSUE DATE:	06-20-2017
PLOT DATE:	06-20-2017
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

SHEET
Building Sections

A400

Perspective 1

Perspective 2

Perspective 3

Perspective 4

1 Perspectives
SCALE: 1/8" = 1'-0"

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0711 277
DULCE M. CONDE, RA, ARCHITECT AR0015803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. #	DATE	COMMENTS

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & DESIGNS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR EXISTS OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT WITH WRITTEN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.:	17-011-00
ISSUE DATE:	06-20-2017
PLOT DATE:	06-20-2017
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

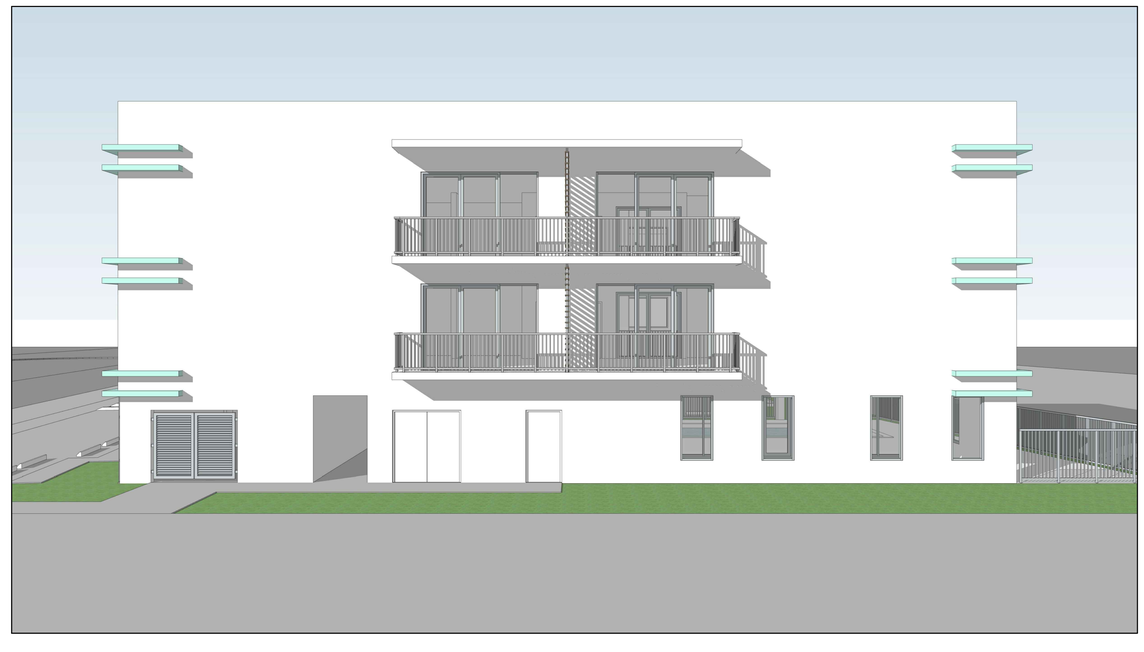
SHEET Perspectives

A900

Perspective 5

Perspective 6

Perspective 7



Perspective 8

1 Perspectives
SCALE: 1/8" = 1'-0"

Sol-ARCH
ARCHITECTURE - INTERIORS - PLANNING - SUSTAINABLE DESIGN - VISUALIZATION
6780 SW 60TH STREET MIAMI FL 33143
P 305 740.0723 F 305 740.0711
DULCE M. CONDE, RA, ARCHITECT AR001803
PRIMITIVO E. CONDE, RA, ARCHITECT AR0014406

FINAL SITE PLAN REVIEW: SUBMITTAL #2

REV. #	DATE	COMMENTS

BONNAN BY-THE-SEA
4433-4437 POINCIANA STREET
LAUDERDALE-BY-THE-SEA, FL 33308

OWNERSHIP AND USE OF THESE DOCUMENTS & INSTRUMENTS OF SERVICE, INCLUDING THOSE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR EXISTS OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

PROJ. NO.:	17-011-00
ISSUE DATE:	06-20-2017
PLOT DATE:	06-20-2017
SCALE:	AS NOTED
DRAWN BY:	PEC/JC
CHECKED BY:	DC/PEC

SHEET

Perspectives

A901

Town of Lauderdale-by-the-Sea
Development Services Department

To: Planning and Zoning Board

From: Linda Connors, Development Services Director

Date: March 26, 2019

Meeting Date: April 17, 2019

Project: 2019-SP-01 Site Plan Review – 4433 Poinciana Street (Bonnan by the Sea)

The Applicant, Primitivo Conde of Sol-ARCH on behalf of Bonnan Florida, LLC, has requested Site Plan approval for an eight (8) dwelling unit multi-family residential development on an approximately 0.36 acre parcel located at 4433 Poinciana Street. The subject property is located on the west side of Poinciana Street (LBTS 6-2 B Lot 63 N1/2, 64 and 65 Block 28) and is currently vacant.

Background

In November of 2017, a Site Plan was approved for the subject property. However, the original Site Plan approval expired, because more than 12 months elapsed before a building permit was issued.

The Applicant, is proposing to develop an eight (8) dwelling unit multi-family residential building, with three (3)-stories. The ground floor will include resident services areas (trash, mailboxes, parking area, elevator and stairs) and amenities (fitness room, party room, pool and deck). There will be four (4) units located on each of the two (2) upper floors. The total enclosed building area is 12,596 square feet with approximately 2,903 square feet of open terraces, balconies and roof deck.

A total of 14 parking spaces are provided at the street level – six (6) of which are covered and eight (8) are open. The covered parking spaces are accessed by a driveway located on the South side of the building and the open parking spaces are located in front of the building. The covered parking spaces are screened by a wall and landscaping. There are four (4) compact parking spaces and one (1) handicap space provided.

The submitted Site Plan application and plans are attached as Exhibit 1.

Site Plan Documents

This office has reviewed the documents submitted pursuant to the requirements of the Town's Land Development Code (the "Town Code"). This review is based on the following plans submitted by the Applicant on March 27, 2019. All drawings are prepared by Sol-ARCH, unless otherwise noted:

1. Final Site Plan Review: Submittal #4 with drawing index, dated March 26, 2019;
2. Location Plan/Site Imagery (A001), dated June 20. 2017;
3. Survey, prepared by Pinnell Survey, Inc., dated November 19, 2014, revised February 15, 2017, June 8, 2017, and August 24, 2017;
4. Site Plan (A100), dated July 9, 2018, revised August 24, 2018, November 12, 2018, February 4, 2019, and February 18, 2019;
5. Site Analysis Plan/Zoning Data (A101), dated July 9, 2018, revised August 24, 2018 and February 18, 2019;
6. Site Setbacks (A102), dated June 20, 2017;
7. Utility Plan (A103), dated June 20, 2017;
8. Existing Tree Disposition Plan (L100), dated July 9, 2018, revised November 12, 2018;
9. Landscape Plan (L101), dated July 9, 2018, revised August 24, 2018;
10. Landscape Notes and Details (L102), dated July 9, 2018;
11. Irrigation Plan (L103), dated July 9, 2018, revised August 24, 2018;
12. Irrigation Notes and Details (L104), dated July 9, 2018;
13. Adjacent Properties and Zoning District Map (A105b), dated June 20, 2017;
14. Ground Floor Plan (A200), dated July 9, 2018, revised February 18, 2019;
15. Second Floor Plan (A201), dated July 9, 2018, revised February 18, 2019;
16. Third Floor Plan (A202), dated July 9, 2018, revised February 18, 2019;
17. Roof Deck Plan (A203) dated July 9, 2018, revised August 24, 2018 and February 18, 2019;
18. Upper Roof Plan (A204), dated July 9, 2018, revised February 18, 2019;

19. Unit Type 1 Enlarged Plan (A210), dated July 9, 2018, revised February 18, 2019;
20. Unit Type 2 Enlarged Plan (A211), dated July 9, 2018, revised February 18, 2019;
21. Unit Type 3 Enlarged Plan (A212), dated July 9, 2018, revised February 18, 2019;
22. Unit Type 4 Enlarged Plan (A213), dated July 9, 2018, revised February 18, 2019;
23. Building Elevations (A300), dated June 20, 2017;
24. Precast Concrete Fence Elevations (A301), dated June 20, 2017;
25. Building Sections (A400), dated June 20, 2017; and
26. Perspectives (A900 and A901), dated June 20, 2017.

Review

The plans have been reviewed by the Town's Planner, Susan Leven. Comments are discussed below.

The Future Land Use Map ("FLUM") category for the subject property is Medium High (25) Residential and the zoning designation is RM-25 (Apartments and Lodging). The proposed uses and density are consistent with the Future Land Use Plan and the Town Code. The Town Code permits up to 25 residential units or 25 hotel units with kitchens per acre and up to 50 hotel rooms without kitchens per acre. The Applicant is proposing eight (8) residential dwelling units, consistent with the Town's density provisions (25 units x .36 acres).

Town Code Section 30-241 sets forth development regulations for the RM-25 zoning district. A summary of these requirements are outlined in Table 1 below.

Table 1

Code Section	Required	Proposed	In Compliance
30-241 (c) Height	Flat roof: Max. 3 stories/33'	3 stories/31'6"	Yes
	Parapet walls, etc…: Max 37' or 4' higher than roof whichever is less	35'	Yes
	Stairway enclosure: not included in height limit	40'4"	see comment below
30-241 (f) & (m) Minimum ground floor building area	1,200 s.f.	2,033 s.f.	Yes
30-241 (h) Setbacks	Front: 25 ft.	25'	Yes
	Side: 14' (10' up to 22' in height; 1' for each 2' in height over 22')	14'9"	Yes
	Rear: 12' (10' up to 22' in height; 1' for each 4' in height over 22')	12'	Yes
30-241 (j) Length of Building	Maximum Length 200'	82'11"	Yes
30-241 (l)	Min. lot area (units with kitchens):		

Density	1,742 s.f. per unit Total required lot area for 8 units with kitchens: 13,936 s.f.	15,626 s.f.	Yes

Town Code requirements are further explained in the following narrative.

Architectural Review (30-51 and 30-122 (a)(15))

The Town's architectural review criteria and architectural review standards are set forth in Town Code Sections 30-122 (a) 15 and 30-51. The Town's Architect and Development Services Director met with the Applicant's architect to review and comment on the design to ensure the provisions of the Town's Architectural standards had been met.

While the building meets the requirements of the design guidelines, the proposed wall surrounding the property does not. Staff is proposing that the Site Plan be approved prior to the final design of the wall. A condition that the proposed wall comply with the architectural guidelines will be added to the development order.

Height (Section 30-241)

Town Code Section 30-241 provides that building height is limited to 33' above normal grade level with elevator shafts or stairways excluded from this requirement. The Town's definition of normal grade refers the reader to the Town's definition for grade:

Grade.

a. For the purpose of calculating building height or structure, grade level shall mean:

1. The maximum height of buildings that are less than or equal to 33 feet in height shall be measured from whichever of the following three levels is highest:

i. Above grade, as defined in the Florida Building Code, or

ii. Above a horizontal plane 18 inches above the crown of the roadway at the highest point adjoining the property on which the building is located, or

iii. Above the minimum elevation for a habitable, finished floor permitted under applicable federal or Florida state regulations.

2. The maximum height of buildings that are greater than 33 feet in height shall be measured from whichever of the following two levels is highest:

i. Above grade, as defined in the Florida Building Code, or

ii. Above a horizontal plane 18 inches above the crown of the roadway at the highest point adjoining the property on which the building is located.

b. For the purpose of calculating the height of fences and privacy walls, grade shall mean the actual elevation of the ground adjacent to the exterior face of such fence or privacy wall.

Consistent with the Requirements of the Town Code, the building is 31.5 feet in height at the roof level, above the required minimum elevation. The parapets are 3.5 feet above the roof level and meet the Charter regulations. The stair tower currently extends to a height of 40 feet and four (4) inches. Per section 7.1(1)(c), the bulkhead or penthouse used to enclose the stairway is not included in determining building height. Per the Building Official, Florida Building Code requires eight (8) feet for the height of the stair tower. Although the stair tower is excluded from the height restrictions of the Charter, staff is

recommending that the height of the proposed stair tower be reduced so that it is no more than eight (8) feet above the height of the roof for a total height of 39.5 feet.

Setbacks (Section 30-241)
Town Code Section 30-241 requires a ten (10) inch side setback which shall be increased one (1) foot in height for every two (2) feet in height that exceeds 22 feet. Based on the height of the structure, a side setback of 14 feet is required and a rear setback of 12 feet is required. The plans are designed to provide a 12 foot rear setback, and a 14'9 foot side setback.

Parking Requirements/Access (Sections 30-317, 30-318, 30-122, 30-323)
Town Code Section 30-318 sets forth parking requirements while Town Code Section 30-122 (a)(1) addresses site design standards related to parking and on-site circulation design. One and a half (1½) parking spaces are required for each multi-family dwelling unit with less than three (3) bedrooms, and one guest space is required for each five (5) dwelling units. The Applicant is proposing to satisfy the parking requirement with a mix of standard, compact, and handicap parking spaces. Of the 14 required parking spaces, four (4) spaces are proposed to be compact parking spaces, which is consistent with the maximum 25% threshold permitted pursuant to Town Code Section 30-317. One handicap space is required and proposed pursuant to Town Code Section 30-323. The automobile parking spaces satisfy the Town Code's dimensional standards. Parking areas are proposed to be curbed in compliance with Town Code Section 30-317.

Potential Impacts to Adjacent Properties (Section 30-122)
Town Code Section 30-122(a)(15) addresses potential impacts on adjacent development. The proposed building is taller than several of the buildings in the vicinity, which are mostly one (1) and two (2) stories. With only eight (8) residential dwelling units, traffic generation associated with the proposed residential development is anticipated to be minimal. The trash receptacle and recycle bin areas are located within the building with direct access to the driveway and sidewalk, and are not visible from adjacent properties or the street.

Landscaping (Sections 30-122, 30-475, 30-478, 30-481)
The total site pervious area exceeds the minimum 25% requirement set forth in Town Code Section 30-122(a)(11). The proposed landscape plan indicates compliance with the spacing requirements for trees. Staff is suggesting a condition for the development order that allows flexibility in the final landscape plan in order to account for construction issues and availability of specific plant materials when planting occurs. However, in no instance shall the landscape plan be allowed to fall below the minimum landscaping standards, criteria and requirements established within the Town Code.

Fire
As a condition of approval, all of the comments related to the Fire Inspector's review will be addressed and incorporated into the plans before a building permit is issued.

Crime Prevention Through Environmental Design (CPTED)
The final plans were submitted to BSO for their review regarding CPTED principles. Their comments have been submitted to the Applicant for their review and consideration. The incorporation of CPTED principles into the plan has been included as a condition of approval.

Engineering
The Town Engineer reviewed the site plan and had no comments.

Summary Findings and Recommendations

The proposed plans submitted by the Applicant are consistent with the Town Code.

Town staff recommends approval of the Site Plan subject to compliance with the following conditions:

1. Adequate storm water facilities shall be provided to meet regulatory requirements. No off site drainage will be allowed.
2. The landscape plan may be amended to take into consideration plant availability and final site conditions, subject to approval by the DSD, provided that in no instance will the landscape plan be allowed to fall below the minimum standards, criteria and requirements established within the Town Code.
3. The Applicant shall secure a building permit for the project within twelve months of the effective date of the development order approval.
4. The construction shall be in accordance with the submitted plans for the hearing entitled "Final Site Plan Review: Submittal #4 with drawing index," dated March 26, 2019 and incorporated into this document as Exhibit 1, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
5. The comments of the Fire Inspector shall be addressed and incorporated into the plans before the issuance of a building permit.
6. The principles of CPTED shall be incorporated into the plans prior to the submission of the building permit(s).
7. 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.
8. All applicable state and federal permits shall be obtained before commencement of construction.
9. 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.

Procedure

Following the Planning and Zoning Board's review and recommendations, staff will schedule the Commission's review of the Site Plan application on April 23, 2019.

Exhibits: 1 - Proposed Application and Site Plan Set

Minutes from the April 18, 2019 Planning and Zoning Board meeting were not available at the time of posting and will be uploaded when they are complete.

EXHIBIT 4

SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2017-SP-01

PROJECT NAME: Bonnan by the Sea

ADDRESS OF PROPERTY: 4433 Poinciana Street

FOLIO #: 4943 18 01 3660

PROPERTY OWNER: Bonnan Florida, LLC

APPLICANT: Primitivo Conde on behalf of Bonnan Florida, LLC

APPLICANT ADDRESS: 6780 SW 80th Street, Miami, FL 33143

REQUEST: Pursuant to Chapter 30, "Unified Land Development Regulations," Article IV, "Development Permits –Applications, Requirements and Review Procedures," Division 2 "Site Plan Procedures and Requirements" of the Town's Code of Ordinances, the Applicant has requested Site Plan approval for an eight (8) dwelling unit multi-family residential development for property located at 4433 Poinciana Street.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE- BY-THE-SEA, Florida, on April 23, 2019, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a Site Plan is hereby approved as shown on the Site Plan submitted by the Applicant, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. Adequate storm water facilities shall be provided to meet regulatory requirements. No off site drainage will be allowed.
2. The landscape plan may be amended to take into consideration plant availability and final site conditions, subject to approval by the Development Services Director, provided that in no instance will the landscape plan be allowed to fall below the code requirements.
3. The Applicant shall secure a building permit for the project within twelve months of the date of the development order approval (April 23, 2020).
4. The construction shall be in accordance with the submitted plans for the hearing entitled "Final Site Plan Review: Submittal #4," and dated March 26, 2019 and incorporated into this document as **Exhibit 1** except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
5. 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.
6. All applicable state and federal permits shall be obtained before commencement of construction.
7. 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.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be

revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____**,** 2019.

_____
MAYOR CHRIS VINCENT

ATTEST:

_____
Tedra Allen, Town Clerk, CMC

Approved as to form:

_____
Susan L. Trevarthen, Town Attorney

U:\0 Properties\Poinciana\Poinciana 4433-4437 (Bonnan by the Sea)\2019-SP-01\Ex 4 2019-SP-01 Bonnan Site Plan Development Order 3F52569.docx