

# TOWN OF MIAMI LAKES, FLORIDA

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## **AGENDA** **Regular Council Meeting** **January 16, 2018** **6:30 PM** **Government Center** **6601 Main Street** **Miami Lakes, Florida 33014**

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **MOMENT OF SILENCE**
4. **PLEDGE OF ALLEGIANCE:**
5. **SPECIAL PRESENTATIONS:**
6. **PUBLIC COMMENTS:**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

**Remote Public Comments:** Please register with the Town Clerk from the date the agenda is released (Wednesday before the meeting) to the date before the meeting. For additional information, please contact [Clerk@miamilakes-fl.gov](mailto:Clerk@miamilakes-fl.gov)

7. **ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
8. **APPOINTMENTS:**
9. **COMMITTEE REPORTS:**

**NIC Report**  
**EDC Report**

**10. CONSENT CALENDAR:**

**A. Approval of Minutes**

- **December 5, 2017 Regular Council Meeting**

**B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES REGARDING FILM PERMITTING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES FOR A STORM WATER MASTER PLAN UPDATE; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING CONTRACT ITB 2018-11 FOR THE MARY COLLINS COMMUNITY CENTER WINDOWS AND DOORS REPLACEMENT PROJECT TO HARTZELL CONSTRUCTION, INC. ("HARTZELL") IN AN AMOUNT NOT TO EXCEED \$56,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**11. ORDINANCES-FIRST READING:**

**A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO GOVERNMENTAL FACILITIES; AMENDING DIVISION 24, ENTITLED "GP GOVERNMENTAL PROPERTY DISTRICT," OF ARTICLE IV, ZONING DISTRICT REGULATIONS, OF CHAPTER 13, LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS FOR THE REVIEW AND APPROVAL OF GOVERNMENTAL FACILITIES; PROVIDING FOR COMPLIANCE WITH STATE STATUTES; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rodriguez)**

**B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, AMENDING THE**



**TOWN'S CODE OF ORDINANCES AT CHAPTER 35, ARTICLE II, COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY; RELATING TO THE PLACEMENT OF UTILITIES OTHER THAN COMMUNICATION FACILITIES LOCATED WITHIN THE RIGHTS-OF-WAY, BOTH ABOVE AND BELOW GROUND; CREATING ARTICLE III, PROVIDING FOR REGULATIONS RELATING TO THE PLACEMENT OF COMMUNICATION FACILITIES, WIRELESS FACILITIES, PASS-THROUGH FACILITIES, AND OTHER SIMILAR FACILITIES, WITHIN THE TOWNS RIGHTS-OF-WAY, BOTH ABOVE AND BELOW GROUND; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Rey)**

- C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 17-213; AMENDING THE TOWN'S FISCAL YEAR 2017-2018 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**12. ORDINANCES-SECOND READING (PUBLIC HEARING):**

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ARCHITECTURAL DESIGN STANDARDS; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE; OF ARTICLE III, AMENDING SECTION 13-304(H); AND CREATING SECTION 13-311, ENTITLED, "DESIGN AND ARCHITECTURAL STANDARDS," TO ESTABLISH DESIGN AND ARCHITECTURAL REVIEW STANDARDS FOR MULTIFAMILY RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Mestre)**
- B. AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF MIAMI LAKES, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.52 OF THE CODE TITLED SALARY AND BENEFITS OF MAYOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- D. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, RELATING TO ELECTIONS; AMENDING SECTION 10.21 OF THE CODE OF TOWN ORDINANCES TO PROVIDE NEW QUALIFYING DATES FOR TOWN ELECTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR**

**CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (Gastesi)**

**13. RESOLUTIONS:**

**A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, WAIVING THE COMPETITIVE PROCUREMENT PROCEDURES UNDER SECTION 5(D) OF ORDINANCE 17-203; AWARDING CONTRACT 2018-05 FOR THE CONSTRUCTION OF THE GOVERNMENT CENTER EMERGENCY GENERATOR ENCLOSURE TO LA PERLA CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED \$210,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**14. NEW BUSINESS:**

- A. Metal Detectors (Mestre, Rodriguez)**
- B. Request for Resolution for the Passive Park over I-75 (Bridge Park) (Rodriguez)**
- C. Mobility Fee (Collazo)**
- D. Special Needs Committee (Ruano)**
- E. Good Governance (Cid)**
- F. Concealed carry (Mestre, Rodriguez)**
- G. Social Media Strategy Plan (Cid)**
- H. Hotel Taxes (Cid)**
- I. Ordinance and Town Code dealings with ATV's and Off-Road Vehicles. (Rodriguez)**  
**\*This item requires the waiver of Section 7.2 of the Special Rules of Order.**

**15. MANAGER'S REPORT:**

- A. Human Trafficking Awareness**
- B. Bandshell Report**
- C. License Plate Recognition**

**16. ATTORNEY'S REPORT:**

- A. Attorney's Report on Pending Litigation**

**ADJOURNMENT:**

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at [miamilakes-fl.gov](http://miamilakes-fl.gov) and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should

contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor & Councilmembers  
**From:** Neighborhood Improvement Committee  
**Subject:** NIC Report  
**Date:** 1/16/2018

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**Recommendation:**

Please see the attached report.

**ATTACHMENTS:**

Description

NIC Report Letter



December 30, 2017

Honorable Council,

During our September 21, 2017 Neighborhood Improvement Committee meeting, an item was placed on the agenda regarding the unsightly shopping carts strewn about the Town. The motion made was specifically to ask the Council to pass an ordinance to compel supermarkets within the Town to install magnets on their shopping carts so to prevent patrons from taking them off their respective properties. The motion passed unanimously. The Neighborhood Improvement Committee is urging the Council to create and pass this ordinance.

One of the most pressing issues, second only to traffic, from speaking with residents and neighbors is what seems to be a decline in code enforcement. Miami Lakes has always been known for its beauty and many residents believe that we are not holding the standards from years past. The shopping carts issue is definitely a contributing factor to this perceived decline. It's important to note that this is not a random occurrence. Looking through the Town's app "Lake Life" it is apparent how bad the issue really is. Keep in mind that the actual numbers will be much higher than those reported on the Town's app. The shopping cart issue is particularly bad and most apparent, **but certainly not limited to** the 79<sup>th</sup> Avenue corridor from Miami Lakes Drive north to the guard gate on 162 Street. That said, they have been spotted and reported in many other parts of the Town as well.

Please consider this letter as notice of the Neighborhood Improvement Committee's position and official request to urge you the Council, to act expeditiously in creating an ordinance to this effect.

Respectfully,

Juan Carlos Fernandez, N.I.C Chair





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Economic Development Committee  
**Subject:** Economic Development Committee  
**Date:** 1/16/2018

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**Recommendation:**

Please see attached report.

**ATTACHMENTS:**

Description

**EDC Semi Annual Report**



**Economic Development Committee  
Semi-Annual Report to Council  
Dec. 5, 2017**

**Members:**

Name	Committee Position	Nominated by:
Michael Huffaker	Chair	Tim Daubert
Yefrei Musa	Vice Chair	Manny Cid
Andrea Rechichi	Secretary	Cesar Mestre
John Tingle	Vice Secretary	Nelson Rodriguez
Jorge Alvarez	Member	Frank Mingo
Elizabeth Coto	Member	Tony Lama
Marta Diaz	Member	Nelson Rodriguez
Mara Falero	Member	Cesar Mestre
Ladd Howell	Member	Tony Lama
Ivan Lambert, Jr.	Member	Manny Cid
Paul Marino	Member	Frank Mingo
Luis Marquez	Member	Tim Daubert
Neill Robinson	Member	Luis Collazo
Magaly Rubio	Member	Luis Collazo

On behalf of the Economic Development Committee, I am pleased to offer this semiannual report as a detailed update on our activities. As reported in past updates to the Council, the Committee has continued to focus on not only promoting economic development in Miami Lakes by attracting new businesses, but also ensuring that our current businesses remain satisfied and ensure their desire to remain in our town. Our goal is to reinforce, strengthen and promote the livability and sustainability of our commercial and industrial business districts.

The following summarizes the activities of the committee from May 2017 to the present:

**1) Best of Miami Lakes Campaign**

In order to support the Small Business Saturday concept the Committee decided to conduct a Best of Miami Lakes campaign. Along with the Town's staff, the Committee designed, advertised, tabulated results and executed the campaign.



Seven local businesses were voted as the Best of Miami Lakes and were recognized with live Facebook presentations at their locations by the Mayor and Council Members and an award presentation at the Town's Festival of Lights and Small Business Saturday on November 25<sup>th</sup>.

With almost 1200 citizens voting these businesses were voted the Best of Miami Lakes:

- Best Café/Cup of Coffee
  - Vicky's Bakery
- Best Lunch Spot
  - Casavana
- Best Dinner Restaurant
  - Anacapri
- Best Retailer
  - Blacc Boutique
- Best Salon/Spa
  - The Spa at Shula's
- Best Medical Service
  - Miami Lakes Dental Associates
- Best Professional Services
  - Keyes Realty

## **2) Networking Events**

In response to the results of our survey of local businesses conducted early in 2017, the Committee conducted four networking events at different venues in the Town. With attendance averaging about 50 at each event the networking sessions appear to be popular with entrepreneurs, job seekers and more. The events were:

- June 1 – Shula's 2 on Main Street
- July 20 – Anacapri
- September 21 – Anthony's Coal Fired Pizza
- October 26 – Italy Today

## **3) ICSC Convention (International Council of Shopping Centers)**

As we have in previous years, the Committee sponsored a two-person delegation to the annual ICSC Convention in Orlando, August 27 – 29. The year the Town was represented by Town Manager Alex Rey and Nicole Singletary, Communications and Community Affairs Director. By staffing the Town's booth, mingling with the business attendees and distributing marketing materials, they were able to introduce Miami Lakes to retailers and businesses that make decisions about relocating to South Florida.

## **4) Misc. Activities**

- a) The Committee was a major underwriter of the annual Business Expo hosted by the Miami Lakes Chamber of Commerce. At least 400 businesses and individuals attended this event at Shula's Hotel on November 16<sup>th</sup>.
- b) The Town and the Economic Development Committee hosted the Beacon Council Life Science Committee meeting on September 28th.
- c) The committee continues its efforts in reaching out to all of the new businesses moving into the Town. Each month every committee member is responsible to reach out to a new business by phone, email or a personal visit. We remind these business owners about all the great

opportunities that Miami Lakes offers including the free listing on the Marketplace, grand opening ceremonies and the sponsorship opportunities available for Town events. This has generated a very positive response from each of the new businesses. In 2017 members of the Committee contacted approximately 40 new Miami Lakes' businesses.

- d) Due to lack of interest the Town decided to discontinue the SCORE training and consulting sessions that were being held at the Town Center.

#### **5) Future Activities**

In 2018 the Committee intends to continue its most successful programs including "The Best of Miami Lakes", business networking events, Business Expo, participating in the ICSC convention, welcoming new businesses and hosting Beacon Council meetings.

The Committee will also consider pursuing new programs such as supporting public-private infrastructure projects, a Wine and Food Festival as well as pursuing marketing and advertising opportunities with publications such as the American Airlines inflight magazine.

In summary, the Economic Development Committee will continue its efforts to market Miami Lakes as a superb place to locate a business, to maintain a business and to expand a business. We will attempt to do so in a manner that is responsive to the needs of the existing business community and consistent with the overall strategic plans of the Town.

On behalf of all the members of The Economic Development Committee, I would like to thank the Town Council and staff for their continued support.

Michael Huffaker, Chair



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Gina M. Inganzo, Town Clerk  
**Subject:** Approval of Minutes  
**Date:** 1/16/2018

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### **Recommendation:**

Approval of Minutes

- December 5, 2017 Regular Council Meeting

### **ATTACHMENTS:**

Description

**December 5 2017 Regular Council Meeting Minutes**

**MINUTES**  
**Regular Council Meeting**  
**December 5, 2017**  
**6:30 p.m.**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. CALL TO ORDER:**

Mayor Manny Cid called the meeting to order at 6:37 p.m.

**2. ROLL CALL:**

The Deputy Town Clerk, Nicole Cuellar, called the roll with the following Councilmembers present: Luis Collazo, Tim Daubert, Ceasar Mestre, Nelson Rodriguez, Marilyn Ruano, Vice Mayor Frank Mingo and Mayor Manny Cid.

**3. MOMENT OF SILENCE:**

Rabbi Mendel Weiss from Shabbat Miami Lakes Temple led the invocation.

**4. PLEDGE OF ALLEGIANCE:**

Pack 660, Arrow of Lights, Scouts of Miami Lakes led the Pledge of Allegiance.

**5. SPECIAL PRESENTATIONS:**

The Zonta Club of Miami Lakes, a women's organization focused on empowering women in the Town, were recognized for their exemplary commitment to engaging women to become involved in the community.

Battalion Chief of Miami-Dade Fire Rescue, Chief Abel Fernandez, was recognized for his civil service and contribution to the Town of Miami Lakes.

**6. PUBLIC COMMENTS:**

Claudia Luces came before the Town Council to speak on behalf of the local school's contribution to the Veteran's care packages and their participation.

Lauren Platt came before the Town Council to speak on her concerns regarding the incident that occurred on the corner of Miami Lakeway North and 67<sup>th</sup> Avenue, where many kids play baseball. She also made some suggestions for the renovations at Optimist Park.

Lynn Matos came before the Town Council to speak on her safety concerns for the Optimist Park.

Andrew Ferman came before the Town Council to speak on item 10C and respectfully requested that the Town Council consider pulling the item.

Neill Robinson came before the Town Council to speak on behalf of the Cultural Affairs Committee to inform and invite the Town Council to an event that will be hosted in Town Hall with artist Ernest Jenkins.

Mariano Rodriguez came before the Town Council to speak on item 10C.

**7. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):**

Vice Mayor Mingo pulled items 10B, 10C and 10F under the Consent Agenda. Mayor Cid pulled items 10GA under the Consent Agenda and added a Mayor and Councilmember's Report, item 14C regarding the Dog Park. Councilmember Collazo deferred item 13E to a future Council Meeting. Councilmember Daubert motioned to approve the new Order of Business. Councilmember Mestre seconded the motion, and all were in favor.

**8. APPOINTMENTS:**

Ariana Rejas was appointed to the Youth Activities Task Force, nominated by Councilmember Luis Collazo.

Mario Pinera was appointed to the Neighborhood Improvement Committee, nominated by Councilmember Marilyn Ruano.

Frank Valdes was appointed to the Veteran's Committee, nominated by Councilmember Marilyn Ruano.

Councilmember Daubert motioned to approve the appointments. Councilmember Rodriguez seconded the motion, and all were in favor.

**9. COMMITTEE REPORTS:**

There were no Committee Reports for the month of December.

**10. CONSENT CALENDAR:**

Councilmember Mestre made a motion to approve the items under the Consent Calendar that were not pulled. Councilmember Rodriguez seconded the motion and all were in favor.

A. Approval of Minutes

- November 7, 2017 Regular Council Meeting
- November 15, 2017 Special Call Meeting

Approved on Consent.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR IMPLEMENTATION; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

This item was pulled by Vice Mayor Mingo under the new Order of Business.

The Town Manager, Alex Rey, explained item 10B and answered questions posed by the Town Council.

Vice Mayor Mingo motioned to approve item 10B and Councilmember Rodriguez seconded the motion. The Town Clerk called the roll and all were in favor.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RECOMMENDATION TO AWARD RFP 2018-02 INDEPENDENT AUDITING SERVICES TO RODRIGUEZ TRUEBA & COMPANY, CPA, PA, OR ONE OF THE THREE NEXT HIGHEST RANKED FIRMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Fossler)

This item was pulled by Vice Mayor Mingo under the new Order of Business.

Vice Mayor Mingo recused himself from item 10C.

Councilmember Daubert motioned to approve item 10C and Councilmember Mestre seconded the motion. The Town Clerk called the roll and the motion passed, 6-0. Vice Mayor Mingo had recused himself.

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPLY FOR AND IF AWARDED EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY

TO APPLY FOR, EXECUTE AND SATISFY THE REQUIREMENTS OF THE SAFE ROUTES TO SCHOOLS GRANT PROGRAM; AUTHORIZING IMPLEMENTATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE THE UPDATED TITLE VI TRANSPORTATION PROGRAM PLAN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF ITB 2018-04, AWARD OF CONTRACT FOR NW 82ND AVE & OAK LANE RECONFIGURATION PROJECT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

This item was pulled by Vice Mayor Mingo under the new Order of Business.

The Town Manager, Alex Rey, explained item 10F and answered questions posed by the Town Council.

Vice Mayor Mingo motioned to approve item 10F and Councilmember Daubert seconded the motion. The Town Clerk called the roll and all were in favor.

- G. a. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE MIAMI LAKES-LOCH LOMOND SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

This item was pulled by Mayor Cid under the new Order of Business.

Mayor Cid motioned to approve item 10Ga and Councilmember Daubert seconded the motion. The Town Clerk called the roll and all were in favor.

G.b. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENT AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE ROYAL OAKS EAST SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

G.c. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE LAKE HILDA MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

G.d. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENT AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE ROYAL OAKS SECTION I SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)



Approved on Consent.

G.e. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE LAKE PATRICIA MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING FOR INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

G.f. A RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES RATIFYING AND ACCEPTING RESOLUTIONS PASSED BY MIAMI-DADE COUNTY APPROVING EXECUTION OF INTERLOCAL AGREEMENTS AND CALLING FOR A SPECIAL ELECTION NECESSARY FOR THE TRANSFER OF CONTROL, FROM MIAMI-DADE COUNTY TO THE TOWN OF MIAMI LAKES, OF THE MIAMI LAKES SECTION ONE SECURITY GUARD SPECIAL TAXING DISTRICT LOCATED ENTIRELY WITHIN THE CITY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY MEASURES TO IMPLEMENT THE RESOLUTION; PROVIDING INSTRUCTION TO THE TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

#### **11. ORDINANCES- FIRST READING:**

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.52 OF THE CODE TITLED SALARY AND BENEFITS OF MAYOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Mayor Cid recused himself from this Ordinance under first reading.

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

Councilmember Rodriguez moved to approve the ordinance in first reading and Councilmember Daubert seconded the motion. The Town Clerk called the roll and the motion passed, 6-0. Mayor Cid had recused himself.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, RELATING TO ELECTIONS; AMENDING SECTION 10.21 OF THE CODE OF TOWN ORDINANCES TO PROVIDE NEW QUALIFYING DATES FOR TOWN ELECTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (Gastesi)

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

Councilmember Rodriguez motioned to move the ordinance as is and Councilmember Mestre seconded the motion.

Esther Colon came before the Town Council to speak on item 11B.

The Town Clerk called the roll and the motion passed, 7-0.

## **12. RESOLUTIONS:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG F71-1, LLC, F69-1, LLC, LENNAR HOMES, LLC, AND THE TOWN OF MIAMI LAKES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE (Gastesi)

The Town Attorney, Raul Gastesi, read the title of the resolution into the record and answered questions posed by the Town Council.

Councilmember Daubert motioned to approve the resolution under item 12A and Councilmember Mestre seconded the motion.

Mayor Cid opened the public hearing.

Lowell Dunn II came before the Town Council to speak on item 12A.

Mayor Cid closed the public hearing.

The Town Clerk called the roll and all were in favor.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE COMPLETE STREETS PROGRAM; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE COMPLETE STREETS PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the resolution into the record.

Michelle Gonzalez, Senior Transportation Manager, presented item 12B and answered questions posed by the Town Council.

Councilmember Daubert motioned to approve the resolution under item 12B and Councilmember Collazo seconded the motion. The Town Clerk called the roll and all were in favor.

### **13. NEW BUSINESS:**

#### **A. Traffic Improvements (Rodriguez)**

Councilmember Rodriguez motioned to request that Town staff consider the possibility of expanding West bound Miami Lakes Drive underneath the Palmetto to allow cars to move up. Vice Mayor Mingo seconded the motion and all were in favor.

#### **B. Neighborhood Matching Grant (Collazo)**

Councilmember Collazo recommended that Town staff work with the Neighborhood Improvement Committee to add Spin bike racks that allow residents to easily access this mode of transportation. Councilmember Daubert motioned to approve his recommendation. Councilmember Ruano seconded the motion and all were in favor.

#### **C. Opposition of the Year-Round Standard Time (Rodriguez)**

Mayor Cid motioned to waive the Special Rules of Order of Section 7.2 for item 13C. Councilmember Daubert seconded the motion and all were in favor.

Councilmember Rodriguez motioned staff to draft a resolution in opposition of the Year-Round Standard Time related to the current State bill proposed by Senator Greg Steube, should the bill become effective. Councilmember Mestre seconded the motion, and all were in favor.

#### **D. Older American Act Funding and Elderly Affairs Programming (Collazo)**

Councilmember Collazo made a motion directing staff to research on Older American Act Funding and report back to the Town Council with recommendations on implementing Older American Act dollars into the Elderly Affairs Committee activities. Councilmember Daubert seconded the motion and all were in favor.

#### **E. Mobility Fee (Collazo)**

Councilmember Collazo deferred this item under the new Order of Business.

### **14. MAYOR AND COUNCILMEMBER REPORTS:**

#### **A. 154<sup>th</sup> and 170<sup>th</sup> Bridges (Cid)**

Mayor Cid reported on the Miami-Dade County Commission meeting regarding 154<sup>th</sup> and 170<sup>th</sup>. He also reported on the start of the conflict-resolution process and stated that the second meeting will include both boards.

B. Florida State Parks: I-75 Landbridge (Cid and Rodriguez)

Mayor Cid reported on FDOT's project on Florida State Park Land bridge. He stated that FDOT was already working on this project.

C. Dog Park (Cid)

Mayor Cid reported on the parking situation at the dog park. He stated that parking is necessary and would like to work on making more parking space available due to the number of people that visit the dog park.

**15. MANAGER'S REPORT:**

A. January Council Meeting Date

Town Manager, Alex Rey, reported on the next Regular Council meeting date which conflicts with the holidays, he then proposed to move the council meeting from January 2<sup>nd</sup> to January 23<sup>rd</sup>, 2018. Councilmember Rodriguez then motioned to move the Regular Council meeting to January 16<sup>th</sup> instead. Councilmember Mestre seconded the motion, and all were in favor.

**16. ATTORNEY'S REPORT:**

A. Attorney Reports on Pending Litigation

The Town Attorney, Raul Gastesi, reported on former Mayor Pizzi's litigation and stated that he will be filing another motion to dismiss the lawsuit which lacks merit. The Town Attorney then asked the Town Council to move \$75,000.00 from the reserve for litigation expenses. Vice Mayor Mingo motioned to allow the Town Attorney to move \$50,000 for litigation fees. Councilmember Mestre seconded the motion and all were in favor.

**17. ADJOURNMENT:**

There being no further business to come before the Town Council, the meeting adjourned at 9:09 p.m.

Approved on this 16<sup>th</sup> day of January 2018.

Attest:

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Manny Cid, Mayor

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Gina M. Inganzo, Town Clerk





## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Alex Rey, Town Manager**  
**Subject: Renewal of Interlocal Agreement – Miami Dade Office of Film and Entertainment**  
**Date: 1/16/2018**

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to renew the Interlocal Agreement with the Miami-Dade County Film Office to permit for the use of Town Property and services.

### **Background:**

In 1991, Miami-Dade County passed an Ordinance 91-50 to implement a one stop permitting process within the Miami-Dade Office of Film and Entertainment to issue permits to film and still photography production companies. The Ordinance allows for municipalities within Miami-Dade County to enter into Inter-local Agreements with the Miami Dade County Film Office to administer the permit process for the use of municipal property and services.

The attached agreement grants authorization to the County, through its Film Office, to issue permits for the period of five (5) years and may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. The Town will appoint a representative to act as liaison to the Film Office, and who will coordinate Town facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the Town.

The Town finds approval of the Interlocal Agreement between the Town and County for the provision of Film Permitting functions is in the best interest of the Town. The previous interlocal agreement was approved by the Town in 2002.

### **ATTACHMENTS:**

Description

Resolution

MDC Film Interlocal Agreement Renewal

**RESOLUTION NO. 18-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES REGARDING FILM PERMITTING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Miami- Dade County (the “County”) passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment (“Film Office”); and

**WHEREAS**, the Ordinance allows for municipalities within Miami-Dade County to enter into interlocal agreements in order for the Miami-Dade County Film Office to permit or the use of municipal property and services; and

**WHEREAS**, on October 9, 2002, the Town of Miami Lakes (the “Town”) passed Resolution 02-94, authorizing an interlocal agreement with Miami-Dade County for the provision of Film Permitting functions in the Town; and

**WHEREAS**, the Town finds that renewal of an interlocal agreement with Miami-Dade County for the provision of Film Permitting functions is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval of the Interlocal Agreement.** The Interlocal Agreement between Miami-Dade County and Town of Miami Lakes attached as Exhibit “A” is approved in substantially the same form as attached.

**Section 3. Execution of the Interlocal Agreement.** The Town Manager is authorized to execute the Interlocal Agreement on behalf of the Town.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.



**PASSED AND ADOPTED** this 16<sup>th</sup> day of January 2018

Motion to adopt by \_\_\_\_\_, second by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION**

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

Approve as to Form and Legal Sufficiency

\_\_\_\_\_  
Gina Inganzo  
TOWN CLERK

\_\_\_\_\_  
Raul Gastesi, P.A.  
TOWN ATTORNEY

**INTERLOCAL AGREEMENT  
FILM PERMITTING  
MIAMI-DADE COUNTY – TOWN OF MIAMI LAKES**

**WHEREAS**, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office"); and

**WHEREAS**, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to permit for use of municipal property and services; and

**WHEREAS**, the various municipalities have expressed willingness to enter into agreement with Miami-Dade County to perform this function on their behalf:

**NOW THEREFORE**, for and in consideration of the terms, conditions and covenants contained herein, Miami-Dade County and the Town of Miami Lakes hereto agree as follows:

1. Purpose: The Town of Miami Lakes hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize Town facilities and services as authorized by the Town.
2. Term: The Town grants authorization to the County, through its Film Office, to issue permits for the period of five years, commencing ten (10) days from the date of approval of this agreement by both parties.
3. Cancellation: This agreement may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. Any permits which may have been issued prior to termination, but covering dates after the termination date will be honored.
4. Liaison: The Town of Miami Lakes will appoint a representative to act as liaison to the Film Office, and who will coordinate Town facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the Town.
5. Advance Notice: The County agrees to provide written notice to the Town of Miami Lakes, via email and U.S. mail, of requests for Town facilities or services within one working day of receipt of the request from a production company for such service. The Town retains the right to deny issuance of a permit based on insufficient advance notice.
6. Insurance: The County, through its Film Office agrees to obtain from any production company issued a permit for the Town, an insurance certificate, naming the Town as additionally insured, in the amount of one million dollars (\$1,000,000.00) for film production and for still photography, providing for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the Town has

not waived said requirement, the County shall assume liability under state tort law, within limitations described by 768.28 of Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the Town as an additional insured in the amounts described above.

7. Refusal: The Town Manager in his/her discretion maintains the right to reject any permit application if the Town determines that it would not be in the best interest of the Town to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.

8. Non Exclusive Rights: The Town of Miami Lakes retains the right to issue authorization to any production company directly and without notice to the Film Office.

9. Priority Service Consideration: The County agrees that Town services will be given first right to provide support service to production companies which are utilizing Town property.

10. Guidelines: The Town of Miami Lakes agrees to provide in writing, Guidelines to govern the issuance of permits issued on the Town's behalf. These Guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

11. Facilities: The Town of Miami Lakes agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the Town may own or control and may be requested by a production company.

12. Collections: The Town of Miami Lakes agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The County shall not issue permits to film and still photography production companies that have unpaid fees or charges assessed by the Town under this section, provided the Town has notified the County of such unpaid fees or charges.

13. Hold Harmless: The Town of Miami Lakes agrees that they will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the Town, where the permit was issued with the appropriate authorization of the Town's Liaison.

14. Cooperative Marketing: The County agrees to include the Town in any cooperative marketing material which may be issued from the Film Office, and the terms and costs will be determined at the time of production. Further, the County agrees to list the Town by name in any reference to "one stop Permitting and its participating municipalities." However, the cost to the Town shall not exceed \$5,000 without prior approval of the Town Commission by written resolution.

15. Facility Photo File: The Town agrees to provide the County with photographs of available areas or facilities which the Town wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the Town, County and South Florida to the film industry.

16. Notice: All legal notices regarding this agreement must be sent to the following address:

Miami - Dade County  
Deputy Mayor Jack Osterholt  
Attn: Office of Film & Entertainment  
111 NW 1st Street, 12<sup>th</sup> Floor  
Miami, FL 33128

Town of Miami Lakes  
Town Manager, Alex Ray  
6601 Main Street  
Miami Lakes, Florida 33014

17. This agreement may be amended only by the mutual written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their appropriate officials, as of the date first above written.

ATTEST:

Harvey Ruvin, Clerk  
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

BY \_\_\_\_\_  
Clerk

BY \_\_\_\_\_  
Mayor Carlos A. Gimenez

Approved as to form \_\_\_\_\_  
County Attorney

ATTEST:

Town of Miami Lakes  
Pursuant to  
Resolution \_\_\_\_\_

BY \_\_\_\_\_  
City Clerk

BY \_\_\_\_\_  
Town Manager

Approved as to form \_\_\_\_\_  
City Attorney



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Award of a Work Order to Kimley-Horn and Associates for the Stormwater Master Plan Update #3  
**Date:** 1/16/2018

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a work order with Kimley-Horn and Associates ("KHA") for the Stormwater Master Plan Update #3, in an amount not to exceed \$60,344.77. Funds for this project are budgeted from the Stormwater Utility Fund.

### **Background:**

The Town's Stormwater Master Plan (SWMP) was originally completed in 2002 and addressed flood protection, creating a storm water utility, developing a prioritized Storm Water Capital Improvement Plan (CIP), and joining federal flood insurance programs. Updates to the original SWMP were completed in 2006 and 2012 to evaluate the progress made to date, identify and evaluate the next priority storm water projects, and modify the CIP accordingly.

The second SWMP Update is now over five (5) years old and there have been several stormwater projects completed that have enhanced and improved the Town's stormwater system. In addition, there have been changes in the construction industry that should be reviewed and incorporated into the budgets for the stormwater program. In order to address these issues and to assess additional areas of the Town for stormwater programming and priorities, it is recommended that the Town update the SWMP.

KHA has completed all prior SWMPs as well as implementing various Town capital stormwater improvement projects. KHA has extensive information and local knowledge that will be used to minimize data collection efforts and to better serve the Town.

### **ATTACHMENTS:**

Description

Resolution

Consultant Work Order Proposal

Consultant Fee Proposal Worksheet

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES FOR A STORM WATER MASTER PLAN UPDATE; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the “Town”) has retained the services of Kimley-Horn and Associates, Inc (“Kimley-Horn”) as Town Engineer; and

**WHEREAS**, Kimley-Horn prepared the Town’s Storm Water Master Plan (the “Plan”) for the Town, assisted with subsequent updates to the Plan and continues to assist the Town with repair work based on the Plan; and

**WHEREAS**, more than five years have passed since the last update, during which time various storm-water projects have been completed; and

**WHEREAS**, the time has come for the Town to prepare an update to the Plan (the “Work Order”); and

**WHEREAS**, Kimley-Horn has agreed to fulfill the Work Order for an amount not to exceed \$60,344.77; and

**WHEREAS**, the Town Council finds that execution of a Work Order for the development of an update to the Plan is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

**Section 2.**     **Approval of the Work Order.**    The Town Council hereby approves the Work Order with Kimley Horn for the creation of an Update to their Storm Water Mater Plan attached hereto as Exhibit “A.”

**Section 3.**     **Authorization of Town Officials.**    The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Work Order.

**Section 4.**     **Authorization of Fund Expenditure.**     The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Work Order.

**Section 5.**     **Execution of the Agreement.**    The Town Manager is authorized to execute the Work Order with Kimley Horn.

**Section 6.**     **Effective Date.**    This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**Passed and adopted** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing resolution was offered by \_\_\_\_\_ who moved  
its adoption. The motion was seconded by \_\_\_\_\_ and upon  
being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY



## CONSULTANT WORK ORDER PROPOSAL

Date: January 5, 2018

Dear Mr. Rey:

Kimley-Horn and Associates, Inc. (Consultant or KHA) proposes to provide the services identified below for the project entitled “**Work Order No. 2, Storm Water Master Plan Update #3**”, pursuant to its Professional Service Agreement with the Town of Miami Lakes (the Town) for **2017-32, Continuing Civil Engineering Services for Miscellaneous Projects**, dated **November 16, 2017**.

### I. General

The Town would like to update their Storm Water Master Plan (SWMP) that was originally completed in 2002 and addressed flood protection, creating a storm water utility, developing a prioritized Storm Water Capital Improvement Plan (CIP), and joining federal flood insurance programs. Updates to the original SWMP were completed in 2006 and in 2012 to evaluate the progress made to date, identify and evaluate the next priority storm water projects, and modify the CIP accordingly.

The second SWMP Update is now over five (5) years old and there have been several stormwater projects completed that have enhanced and improved the Town’s stormwater system. In addition, there have been changes in the construction industry that should be reviewed and incorporated into the budgets for the stormwater program. In order to address these issues and to assess additional areas of the Town for stormwater programming and priorities, it is recommended that the Town update the SWMP.

Having completed all prior storm water master plans as well as implementing a majority of the Town’s capital storm water improvement projects, the Consultant has extensive information and local knowledge that will be used to minimize data collection efforts and to better serve the Town.

### II. Scope of Work

#### ***Task 1- Project Initiation/Meetings***

The purpose of this task is to initiate the project including identifying project protocols and establishing the necessary coordination between the Consultant and Town staff. The Consultant will conduct a project Kick-off meeting after receiving notice to proceed from the Town. At this meeting, information will be reviewed about previous storm water management efforts and experiences, particularly those relative to ongoing flooding and pavement deterioration within the Town. The meeting will address the project schedule, coordination requirements, project goals, and project objectives.

Up to two (2) coordination meetings may be required between the Town and the Consultant throughout the duration of the project.

Deliverables:

- 1.1 Kickoff meeting and two (2) coordination meetings

#### ***Task 2- Storm Water Data Collection***

- 2.1 The Consultant will collect and evaluate information contained in the original Storm Water Master Plan, Storm Water Master Plan Update #1, Update #2 and readily available

information that has been prepared since completion of the original Storm Water Master Plan. The data collection will be limited to the Town's corporate limits and offsite areas that directly impact the Town's drainage system. Types of data that may be collected by the Consultant include:

1. NPDES Permit information and data (from Miami-Dade County)
2. Town ordinances, regulations or guidelines for storm water management, and green stormwater infrastructure
3. Storm Water management and land use Geographic Information System (GIS) coverage (from Miami-Dade County)
4. Design and record drawings of completed or proposed storm water management/drainage projects
5. Citizen complaint reports/Public Works Department Work Orders (from Town)
6. Records of storm water management problem areas (from Town)
7. Key current and future developments

The Consultant will prepare a brief memorandum summarizing the data collected to support the development of the Storm Water Master Plan Update. As part of the task, if it is identified that additional information is needed to complete the memorandum the Consultant will coordinate directly with the Town to request the missing information. Additionally, all field data collection to be provided by the Town and this task does not include topographic surveys or geotechnical testing.

#### Deliverables:

##### 2.1 Data Collection memorandums

#### ***Task 3- Storm Water Master Plan Update***

The result of this task is to develop a Storm Water Master Plan Update that utilizes the services performed and information collected in Tasks 1 and 2. The Consultant will meet with the Town to identify the content and organization of the Storm Water Master Plan Update. This task will be conducted in the following three sub-tasks.

- 3.1 Existing Problems/Needs Assessment
- 3.2 Hydrologic/Hydraulic Modeling
- 3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)
- 3.4 Resiliency Alternatives

##### 3.1 Existing Problems/ Needs Assessment

The Consultant will meet with the Town Staff to review storm water complaints, identify the locations of storm water problem areas and collect information relative to problem nature, and severity. In addition, the Consultant will visit the Town during major storm events (rainfall lasting more than one-hour) that occur during the data collection and existing problems/ needs assessment phases. The purpose of the visits will be to identify additional storm water problem areas (locations where roadway flooding extends across an entire travel lane or where buildings appear to be in danger of flooding). Once these areas have been identified, an exhibit will be created depicting the storm water problem areas within the Town. This exhibit will be provided to the Town for review, and it will be modified once to incorporate comments.

Once the exhibit depicting storm water problem areas has been created, the Consultant will meet with the Town to identify up to eight (8) Priority Sub-basins for Hydrologic/ Hydraulic modeling. The selection of the Priority Sub-basins will be based on the Sub-basin boundaries defined in the original Storm Water Master Plan and the severity of storm water problems within each Sub-basin.

##### 3.2 Hydrologic/Hydraulic Modeling

The Consultant will develop a hydrologic/hydraulic (H/H) storm water model to evaluate the Priority Sub-basins. All storm water facilities within a Priority Sub-basin may not be included in the model if they are not required to evaluate the area. The Consultant will develop hydrologic and hydraulic storm water models for the selected Sub-basins using SFWMD Cascade or another model acceptable to the Town. Typical data required for these models include:

- Stage/Storage relationships
- Time of Concentration
- Soils Infiltration/Storage
- Impervious Areas
- Curve Number/Runoff Coefficient
- Storm Water Facility Information
- Rainfall Data
- Flow Data

A design level of service goal for all Priority Sub-basins was established in the original Storm Water Master Plan. As part of this update, that level of service will be the base line, but the Consultant will review increasing the level of service to provide a safety factor associated with improving stormwater resiliency. The Consultant will execute the model for the following storm events:

- 5-year/ 24-hour
- 10-year/ 24-hour
- 25-year/ 72-hour
- 100-year/ 72-hour

Model input and results of existing condition model will be reviewed with the Town prior to proceeding with modeling of alternative solutions. The alternative solutions will include stormwater management practices that may be required to accommodate the change in level of service due to stormwater resiliency impacts. Utilizing the H/H model the Consultant will evaluate up to two alternative solutions for each of the selected Priority Sub-basins. The recommended improvements may include both structural and nonstructural controls to address the storm water management problems identified.

In addition to storm water management, the consultant will utilize a spreadsheet model to estimate storm water quality or pollutant load reductions for total suspended solids, total phosphorus, and total nitrogen based on existing load use and proposed water quality improvements.

### 3.3 Summary of Needed Improvements/Storm Water CIP

Utilizing the results of the above outlined tasks, the Consultant will summarize the improvements that are needed to upgrade the level of service for the Town's storm water system. This task will be summarized in a prioritized manner and will address the opinion of probable cost associated with each improvement.

The Town's Storm Water CIP will be presented in a spreadsheet format. Each project will be outlined with a description and corresponding budget. A brief summary of each project including anticipated pollutant load reductions will be included as part of the Storm Water CIP. The Storm Water CIP will include updated budgets for projects included in the original Storm Water Master Plan and Stormwater Master Plan Updates as well as budgets for improvements to meet level of service goals in the Priority Sub-basins identified in this Storm Water Master Plan Update.

The CIP will reference Operation and Maintenance costs for the existing storm water system as well as implementing localized storm water improvements that are not categorized as specific capital improvement projects.

Upon completion of the above noted sub tasks, the Consultant will prepare and distribute two (2) draft copies of the Storm Water Master Plan Update to the Town. The Consultant will meet with the Town staff to present the contents of the report.

The Consultant will incorporate Town staff comments and will prepare and submit nine (9) copies of a second draft of the Storm Water Master Plan Update for the Town staff to provide to the Town Council. The Consultant will incorporate comments from the Town Council and submit 9 copies of the final Storm Water Master Plan Update. One set of comments from the Town will be incorporated into the final report.

### 3.4 Resiliency Alternatives

The Consultant will utilize the models prepared in task 3.2 to account for resiliency by raising the water table level twelve inches (12"). The designs will then utilize best management practices to account for the reduction in ground water storage resulting from the raised water table. Additionally, the Consultant will discuss with the Town the current design level of service goals to see if modifications are necessary.

This task does not include the design or feasibility of stormwater pump stations to address stormwater management. If the intent is to add stormwater pump stations that would be an additional service.

#### Deliverables:

- 3.1 Two Draft Reports
- 3.2 Nine Second Draft Reports
- 3.3 Nine Final Reports

### III. Subconsultants

The below listed Subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise

### IV. Schedule of Work – Time of Performance

Consultant shall submit the deliverables and perform the Work as depicted in the tables below for each phase.

SCHEDULE OF DELIVERABLES**			
Task	Major Task, Sub-Task, Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery Date* (cumulative weeks, or calendar days)
1	Project Initiation/Meetings	Ongoing	11/30/18
2	Storm Water Data Collection	30 Days	03/30/18
3	Storm Water Master Plan Update	150 Days	08/27/18

\* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the Town upon receipt of the NTP.

\*\*This schedule assumes an NTP date of 02/28/18

Deliverables: At the completion of each task, Kimley-Horn will provide to the Town all files associated with each deliverable. These files include drawing files, H/H model and output files, ArcGIS files, and any other supporting documentation associated with each deliverable.

## V. Compensation

Consultant shall perform the Work detailed in this Proposal for a Total Lump Sum fee of Sixty Thousand Three Hundred and Forty-Four Dollars and Seventy Seven Cents (\$60,344.77). The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed \$0.00. Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

The following is a cost breakdown:

<b>SUMMARY OF COMPENSATION*</b>			
<b>Task, Sub-task, or Activity ID #</b>	<b>Major Task Name and/or Activity Description</b>	<b>Fee Amount</b>	<b>Fee Basis</b>
1	Project Initiation/Meetings	\$3,469.18	Lump Sum
2	Storm Water Data Collection	\$5,566.06	Lump Sum
3	Storm Water Master Plan Update	\$51,309.53	Lump Sum
	<i>Subtotal – Professional Fees</i>	<i>\$60,344.77</i>	<i>Lump Sum</i>
	<i>Allowance for Reimbursable Expenses</i>	<i>\$0.00</i>	
	<b>TOTAL</b>	<b>\$60,344.77</b>	<b>Lump Sum</b>

*\*Note: Compensation should match the Task, Activities, and/or Deliverables identified.*

## VI. Additional Services

The Town may establish an allowance for additional services requested by the Town and for unforeseen circumstances, which shall be utilized at the sole discretion of the Town.

## VII. DATA PROVIDED BY THE TOWN

The information or documents listed in Task 2 are to be provided by the Town.

## VIII. PROJECT MANAGER

Consultant's Project Manager for this Work Order assignment will be Gary R. Ratay, P.E.

Submitted by: \_\_\_\_\_  
Gary R. Ratay, P.E.  
Kimley-Horn and Associates, Inc.

Reviewed and approval by:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Procurement Manager

\_\_\_\_\_  
Alex Rey  
Town Manager

# TOWN OF MIAMI LAKES

## Consultant Fee Proposal Worksheet

Consultant Name: **Kimley-Horn and Associates, Inc.**

Contract No.: **2017-32KH**

Date: **1/5/2018**

Work Order No: **2**

Project: **Stormwater Master Plan Update #3**

Project No.: Description: **Updating the Town's storm**

	STAFF CLASSIFICATION																
Job Classification Assigned Staff Approved Rate	Principal Gary R Ratay Rate: \$79.31		Project Manager Stefano Viola Rate: \$62.03		Senior Engineer Kevin Schanen Rate: \$68.96		Engineer Carlos Florian Rate: \$39.67		Engineer Intern Jaime Albino Rate: \$36.22		Clerical Shanda Layne Rate: \$25.86		Position Title 7 name Rate:		Staff Hours	Salary	Average
	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	By Task	Cost By Task	Rate Per Task
1 Task 1- Project Initiation/Meetings																	
2 Kick-Off meeting			6	\$372			6	\$238			1	\$26			13	\$636	\$48.93
3 Coordination meetings			5	\$310			5	\$198			2	\$52			12	\$560	\$46.69
4 Task 2- Storm Water Data Collection																	
5 Data Collection of exisiting conditions	1	\$79	5	\$310			16	\$635	24	\$869	1	\$26			47	\$1,919	\$40.84
6 Task 3- Storm Water Master Plan Update																	
7 Existing Problems/Needs Assessment			8	\$496			14	\$555	24	\$869	2	\$52			48	\$1,973	\$41.10
8 Hydrologic/Hydraulic Modeling			24	\$1,489	14	\$965	36	\$1,428	80	\$2,898					154	\$6,780	\$44.03
9 Resiliency alternatives			8	\$496	4	\$276	18	\$714	30	\$1,087					60	\$2,573	\$42.88
10 Summary of Needed Improvements/Capital Improve	4	\$317	8	\$496			16	\$635	24	\$869	1	\$26			53	\$2,343	\$44.21
11 SWMP Report	2	\$159	14	\$868	10	\$690	24	\$952	36	\$1,304	2	\$52			88	\$4,024	\$45.73
12																	
13																	
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26																	
27																	
Total Staff Hours	7		78		28		135		218		9				475		
Total Staff Cost		\$555.17		\$4,838.34		\$1,930.88		\$5,355.45		\$7,895.96		\$232.74				\$20,808.54	\$43.81

**Total % of Work by Position** 1.5% 16.4% 5.9% 28.4% 45.9% 1.9%

**Note:** Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separatel

Estimate of Principal's Fee

\_\_\_\_\_ Total hours **\$230.00** / hour = \$ \_\_\_\_\_

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.

**1 - SUBTOTAL ESTIMATED FEE:** (multiplier 2.9)

Subconsultant: **Sub 1**

Subconsultant: **Sub 2**

Subconsultant: **Sub 3**

Subconsultant: **Sub 4**

Principal's Fee

**2 - SUBTOTAL ESTIMATED FEE:**

Geotechnical Field/Lab Testing:

Survey Fee (or Survey Crew Fee):

Other Misc. Fee:

**3 - SUBTOTAL ESTIMATED FEE:**

Additional Services (Allowance)

Reimbursables (Allowance)

**GRAND TOTAL ESTIMATED FEE:**

**\$60,344.77**

**\$60,344.77**

\$ -

**\$60,344.77**

**\$60,344.77**



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Award of Contract for ITB 2018-11 Mary Collins Community Center Windows & Doors Replacement Project  
**Date:** 1/16/2018

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### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a contract with Hartzell Construction, Inc. ("Hartzell") for the replacement of windows and doors at the Mary Collins Community Center ("MCCC") in an amount not to exceed \$56,000. This amount includes Hartzell's bid amount of \$50,738 and a contingency amount of \$5,262, approximately 10%, for unforeseen circumstances. Construction is anticipated to be completed within 100 days after contract execution. In this fiscal year, \$75,000 is budgeted for this project in the Capital Projects Fund.

### **Background:**

As part of the Town's 2015-2025 Strategic Plan, the Town aspired to achieve universal environmental sustainability in public and private environments. Town staff has adopted an initiative to improve the efficiency and ecology of Town facilities to accomplish more sustainable infrastructure. Several improvements planned for the Mary Collins Community Center ("MCCC") are aimed at advancing our goal of becoming a more environmentally sustainable Town. Last fiscal year, the Town replaced the air conditioning units and replaced the roof of the MCCC.

The MCCC was built in 1996 and is in need of extensive repairs. For this fiscal year, monies are budgeted from the Capital Projects Fund to replace the existing windows and doors with impact resistant materials, which will help lower the wind policy for the building and in turn, better prepare the facility during hurricane season.

The Town issued Invitation to Bid ("ITB") 2018-11 for the Mary Collins Community Center Windows and Door Replacement Project on December 13, 2017. The ITB was posted to DemandStar, Public Purchase, and posted in the Government Center Lobby. To qualify for award, prospective Bidders were required to:

1. Possess a minimum of three (3) years of experience installing windows and doors;
2. Provide verifiable client references demonstrating successful completion of at least three (3) similar installing projects with a total project amount of \$20,000 or more performed within the last (3) years;

and

3. Possess one of the following licenses issued by the State of Florida or Miami-Dade County: (1) a General Contractor license; (2) a Building Contractor license; or (3) a Specialty Contractor license for Glass and Glazing

On the date of the bid opening, December 28, 2017, we received two (2) bids from the following Bidders:

1. Caliste Construction, LLC ("Caliste") - \$44,400.00
2. Hartzell Construction, Inc. ("Hartzell") - \$50,738.00

Procurement performed a due diligence review of the bids for responsiveness and found that Caliste Construction, the lowest bidder, submitted a non-responsive bid. Many aspects of the bid were missing, used incorrect forms, or were not executed properly. Due to some missing elements, it was unclear from the bid whether Caliste met the minimum qualifications for award. Because the bid contained material defects, it was deemed non-responsive.

The review of Hartzell's bid did not reveal any material defects in the bid or in Hartzell's qualifications. Hartzell has been in business for 17 years, is licensed to do the work, and provided references for three similar projects completed in the last three years. Procurement did not find any issues with Hartzell's licenses or litigation history.

Based on Procurement's review of the bid submittals, we have determined that Hartzell Construction is the lowest responsive and responsible bidder and their bid prices are fair and reasonable. As such, it is recommended that the Town Council authorize the Town Manager to award a contract in the amount of \$56,000.00 to Hartzell Construction.

#### **ATTACHMENTS:**

Description

Resolution



**RESOLUTION NO. 18-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED CONTRACT ITB 2018-11 FOR THE MARY COLLINS COMMUNITY CENTER WINDOWS AND DOORS REPLACEMENT PROJECT TO HARTZELL CONSTRUCTION, INC. (“HARTZELL”) IN AN AMOUNT NOT TO EXCEED \$56,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Mary Collins Community Center (“MCCC”) was constructed in 1996, and due to natural deterioration has required extensive repairs;

**WHEREAS**, for Fiscal Year 2017-2018, \$75,000.00 was budgeted and allocated for the replacement of doors and windows with high impact materials which will help mitigate damage from future storms, and lower the existing wind policy insurance for MCCC; and

**WHEREAS**, on December 13, 2017 the Town of Miami Lakes (“Town”) issued Invitation to Bid (“ITB”) No. 2018-11 for the MCCC Windows & Doors Replacement Project; and

**WHEREAS**, on the date of the bid opening, the Town received two bids; and

**WHEREAS**, the Town’s procurement department performed a due diligence review of the bids for responsiveness and found that Hartzell Construction, Inc. (“Hartzell”), is the lowest responsive and responsible bidder, and their bid prices fair and reasonable; and

**WHEREAS**, the Town Manager recommends the approval of a contract for the replacement of doors and windows to Hartzell in an amount not to exceed \$56,000.00, which

includes the bid amount of \$50,738.00 and a contingency in the amount of \$5,262.00 for unforeseen circumstances.

**WHEREAS**, the Town Council approves of the Town Manager's recommendation and authorizes the Town Manager to enter into a contract with Hartzell for the replacement of doors and windows at Mary Collins Community Center in an amount not to exceed \$56,000.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

**Section 2.**     **Approval of the Contract.**   The Town Council hereby approves the award of a contract to Hartzell in an amount not to exceed \$56,000.00.

**Section 3.**     **Authorization of Town Officials.**   The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of a contract with Hartzell, for the replacement of doors and windows at Mary Collins Community Center.

**Section 4.**     **Authorization of Fund Expenditure.**   The Town Manager is authorized to expend budgeted funds in an amount not to exceed \$56,000.00 to implement the terms and conditions of a Contract with Hartzell.

**Section 5.**     **Execution of the Contract.**   The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit "A," Hartzell for the replacement of doors and windows at the Mary Collins Community Center on behalf of the Town, and to execute any required agreements and/or documents to implement the terms and conditions of the contract, subject to approval as to form and legality by the Town Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing resolution was offered by \_\_\_\_\_ who moved  
its adoption.

The motion was seconded by \_\_\_\_\_ and upon being put  
to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# **EXHIBIT A**

Contract 2018-11

between the

Town of Miami Lakes

and

**Hartzell Construction, Inc.**

for

Mary Collins Community Center Windows & Doors  
Replacement Project

# INVITATION TO BID

## Mary Collins Community Center Windows & Doors Replacement Project

**ITB No. 2018-11**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Frank Mingo  
Councilmember Ceasar Mestre  
Councilmember Nelson Rodriguez  
Councilmember Marilyn Ruano  
Councilmember Luis Collazo  
Councilmember Timothy Daubert**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	Wednesday, December 13, 2017
<b>Non-Mandatory Pre-Bid Conference</b>	11:00AM, Wednesday, December 20, 2017
<b>Bids Due</b>	11:00 AM, Thursday, December 28, 2017

**MCCC Windows & Doors Replacement Project**  
**ITB 2018-11**

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** MCCC Windows & Doors Replacement Project

**ITB No.:** 2018-11

**Non-Mandatory Pre-Bid Conference:** 11:00AM EST, Wednesday, December 20, 2017

**Bids Due:** 11:00AM EST, Thursday, December 28, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Mary Collins Community Center Windows and Doors Replacement Project ("Project"). Bidders are to submit one (1) original and two (2) copies of their Bid, with original signatures together with a copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on December 28, 2017.**

### Scope of Work:

The Contractor must furnish all labor, materials, equipment, and supervision required to remove existing windows and doors, then furnish and install new impact windows and doors at the Mary Collins Community Center. The impact windows and doors must comply with the Florida Building Code and Miami Dade County Product Approval for High Velocity Hurricane Zone (HVHZ).

Work includes, but is not limited to, cleaning and inspection of openings, removal and disposal of existing windows and doors, installation of new windows and doors, anchoring with approved tap cons, caulking and sealing inside and out, cleaning of work area, perimeter caulking on stucco areas (caulk before the stucco), patching of perimeter stucco and interior drywall, sweeping and vacuuming all work areas, moving furniture for install and restoring to original locations, covering and protecting furniture during installation, and miscellaneous and related work necessary for all inspections and approvals by the Town and any other agencies having jurisdiction over the work.

The Contractor must provide quantity, site specifications, measurements for replacement of windows and doors. The contractor is responsible for engineering, wind load calculations, drawings, and obtaining applicable permits. At a minimum, windows and doors furnished for installation must meet the following specifications:

- Glass Specification: ¼ Gray Heat Strengthen .090 PVB clear inter layers ¼ clear Heat Strengthen with Low-E Solarban 60 on surface #3.
- Aluminum Finish: Clear Anodized
- Glass: 9/16" Gray Laminated Impact with .090pvb inter layer – Minimum
- Standard Push / Push Handle
- Hinge: 4 Stainless Steel Butt Hinges
- Surface Mounted Closers
- Threshold: ADA bumper thresholds
- Windows must be measured by Bidder.
- U-Factor = 1.04, SHGC=0.51, VT=0.49, CR=15
- Aluminum Finish= Gray ESP
- Glass Make-Up = Lami (Ann/Ann) – Minimum
- Glass Color = Grey
- Hardware Finish= White, Sweep
- Mull Type= 1x4 Mullion- Standard Clips – Minimum

**Non-mandatory Pre-Bid Conference:**

A non-mandatory Pre-Bid Conference has been scheduled for 11:00AM, December 20, 2017, at the Mary Collins Community Center located at 15151 NW 82<sup>nd</sup> Ave, Miami Lakes, FL 33016.

**Minimum Qualification Requirements:**

To be eligible for award of this project, bidders shall:

1. Possess a minimum of three (3) years of experience installing windows and doors;
2. Provide verifiable client references demonstrating successful completion of at least three (3) similar installation projects with a total project amount of \$20,000 or more performed within the last three (3) years; and
3. Possess one of the following licenses issued by the State of Florida or Miami-Dade County: (1) a General Contractor license; (2) a Building Contractor license; or (3) a Specialty Contractor license for Glass and Glazing

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities" and on [www.DemandStar.com](http://www.DemandStar.com). Any inquiries regarding the Project may be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted

All Bids must be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town should be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1. DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the ITB Contract price or time.
9. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
10. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
11. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
12. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
13. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
14. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
15. **Days** mean calendar days unless otherwise specifically stated in the .
16. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
17. **Design Documents, Plans or Sketch** means any construction plans and specifications or graphic representation included as part of the Contract.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
25. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
26. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
27. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
28. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
31. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
32. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2. BID PROCESS**

### **B2.01. GENERAL REQUIREMENTS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section A. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the

company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

**B2.02. PREPARATION OF BID**

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

**Bidder must use the blank Town forms provided herein.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

The Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms or teaming agreements will not be considered for award under this ITB.

**B2.03. BID PREPARATION COSTS AND RELATED COSTS**

All cost involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

**Bidder's must submit the line item price spreadsheet ("Spreadsheet") that is part of the Bid Form on a CD-ROM or flashdrive in MS Excel format at the time of Bid submission. Do not convert the Spreadsheet to .pdf format. Failure to submit the MS Excel Spreadsheet will result in the Bid being rejected as non-responsive.** Where a discrepancy exists between the Total Bid Amount on the hard copy of the Bid and the Spreadsheet the price in the Spreadsheet will prevail. **The Town Form is not to be altered, unlocked, or changed in any manner, including converting the Form to .pdf. Such action will result in a Bid being rejected as non-responsive.**

The Bid Form explains how Bidders are to price each line item of the Price Form, Form-PS.

**B2.04. PRE-BID CONFERENCE**

A non-mandatory Pre-Bid Conference has been scheduled for 11:00AM, December 20, 2017, at the Mary Collins Community Center located at 15151 NW 82nd Ave, Miami Lakes, FL 33016.

**B2.05. QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must submit a completed Form CQQ, Company Qualifications Questionnaire Form with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

**B2.06. EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.



- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

**B2.07. INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

**B2.08. POSTPONEMENT OF BID OPENING DATE**

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

**B2.09. ACCEPTANCE OR REJECTION OF BIDS**

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

*a. Unbalanced Bids*

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

**B2.10. WITHDRAWAL OF BID**

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

**B2.11. OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be

opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

**B2.12. LOCAL PREFERENCE**

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at:

[http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=102&Itemid=305](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305).

**B2.13. TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist the Award will be made to the Bidder whom has most successfully completed work for the Town.

**B2.14. AWARD OF CONTRACT(S)**

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

**B2.15. BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

**B2.16. EXECUTION OF CONTRACT**

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution Forms attached hereto together with any other documents as required in this ITB.

**B3. REQUIRED FORMS & AFFIDAVITS**

**B3.01. COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be

developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

**B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

**B3.03. CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

**B3.04. PUBLIC RECORDS AFFIDAVIT**

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

**B3.05. PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

## SECTION C. GENERAL TERMS AND CONDITIONS

### C1. PRELIMINARY STEPS TO STARTING THE WORK

#### C1.01. CONTRACTOR'S PRE-START REPRESENTATION

Contractor represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, location of the Work, all local conditions, and any federal, state, county, and local laws, ordinances, rules and regulations that may, in any manner, affect performance of the Work, and represents that it has combined its inspections and observations with the requirements of the Contract Documents. Contractor further represents that it has studied all surveys, document, and reports, and made such additional inspections and investigations as it deems necessary for the performance of the Work and that he has coordinated the results of all such data, inspections, and investigations with the requirements of the Contract Documents.

#### C1.02. PRE-COMMENCEMENT CONFERENCE

Within seven (7) calendar days after execution of the Contract by the Town, Contractor will meet with the Project Manager at the Work site for a mandatory pre-installation meeting. No Work may be performed prior to the pre-commencement conference.

#### C1.03. SCHEDULE OF VALUES

The Project Manager may request the Contractor submit a Schedule of Values, which must be submitted within seven (7) calendar days of such request. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. **The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.**

The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

#### C1.04. STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security and any loss, damage or theft to its equipment and materials. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

### C2. GENERAL REQUIREMENTS

#### C2.01. GENERAL REQUIREMENTS

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

#### C2.02. RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

#### C2.03. HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise in a Field Directive or Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

#### C2.04. SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

#### C2.05. CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as

outlined in Article C2.06, Authority of the Project Manager, or where such authority has been delegated in writing by the Town Manager.

**C2.06. AUTHORITY OF THE PROJECT MANAGER**

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and Consultant have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager or designee or the Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

**C2.07. HURRICANE PREPAREDNESS**

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

**C2.08. INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

**C2.09. THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

**C2.10. ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

**C2.11. TIME OF COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

**C2.12. APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

**C2.13. NON-EXCLUSIVE CONTRACT**

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

C2.14. SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C2.15. CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C2.16. ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C2.17. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:



**For Town:**

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

Mr. Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[gastesir@gastesi.com](mailto:gastesir@gastesi.com)

**For Contractor:**

Mr. Mike Goodwin  
P. D.  
Hartzell Construction, Inc.  
2301 NW 33<sup>rd</sup> Court  
Pompano Beach, Florida 33069  
[mgoodwin@myhartzell.com](mailto:mgoodwin@myhartzell.com)

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

**C2.19. 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 the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

1. Revisions and Change Orders to the Contract will govern over the Contract
2. The Contract Documents will govern over the Contract
3. The Special Conditions will govern over the General Conditions of the Contract
4. Addendum to an ITB will govern over the ITB

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings
2. Schedules, when identified as such will govern over all other portions of the Plans
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise
4. Larger scale drawings will govern over smaller scale drawings
5. Figured or numerical dimensions will govern over dimensions obtained by scaling
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern

**C2.20. ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

**C2.21. OWNERSHIP OF THE WORK**

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

**C3. INDEMNITY & INSURANCE**

**C3.01. INDEMNIFICATION**

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

**C3.02. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

**C3.03. DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town any and all assistance which the Town may require of the Contractor.

**C3.04. INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the

State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Employer's Liability:*

Limit for each bodily injury by an accident must be \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease.

c. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. *Commercial General Liability ("CGL").*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **Three Hundred Thousand Dollars (\$300,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **Three Hundred Thousand Dollars (\$300,000)**.
3. CGL Required Endorsements
  - a. Employees included as insured
  - b. Contingent Liability/Independent Contractors Coverage
  - c. Contractual Liability

- d. Waiver of Subrogation
- e. Premises and/or Operations
- f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- g. Loading and Unloading
- h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

*e. Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

*f. Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

## **C4. SITE ISSUES**

### **C4.01. SITE INVESTIGATION AND REPRESENTATION**

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing

records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

#### **C4.02. METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval

of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third-party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

#### C4.03. DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, must, within twenty-four (24) hours of its discovery, notify the Project Manager and/or Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant must, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant will recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment will be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision will be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions will be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

C4.04. PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

C4.05. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

C4.06. ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood. Electrical power required during construction shall be installed by a qualified electrical contractor approved by the Project Manager.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

**C4.07. COORDINATION OF THE WORK**

Prior to the commencement of the Work under the Contract, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor must inspect the Work already in place and must at once report to Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

**C4.08. ACCESS TO THE PROJECT SITE(S)**

Town will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

Contractor must provide, at Contractor's own expense and without liability to the Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor must furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

**C4.09. CLEANING UP; TOWN'S RIGHT TO CLEAN UP**

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.



## **C5. SAFETY ISSUES**

### **C5.01. SAFETY PRECAUTIONS**

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

### **C5.02. MATERIAL SAFETY DATA SHEETS**

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
  - a. The potential for fire, explosion, corrosion, and reaction;
  - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
  - c. The primary routes of entry and symptoms of overexposure.

3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## **C6. PLANS, DOCUMENTS & RECORDS**

### **C6.01. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

### **C6.02. SHOP DRAWINGS AND SUBMITTALS**

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order, if applicable, may state if shop drawings or other submittals are required if they are not required by the Building Code or regulatory agencies.

Contractor is responsible to submit such documents or samples in a timely manner for review by the Project Manager or Consultant. Shop Drawings are to be complete in every detail and clearly identify any deviation from what is required by the Contract. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager to properly evaluate and accept the submittal or shop drawing. Receipt of the shop drawings or submittals does not constitute acceptance

Incomplete or partial submittals will not be reviewed. All shop drawings for components of a system must be submitted together for them to be reviewed.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

Contractor is solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager will in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

### **C6.03. TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS**

The Town, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

The Project Manager and Consultant has the right to approve and issue supplemental drawings and instructions setting forth written orders, instructions, or interpretations, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents.

**C6.04. REQUEST FOR INFORMATION**

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

**C6.05. ACCESS, REVIEW AND RELEASE OF RECORDS**

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

*a. Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

*b. Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the

Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## **C7. CONTRACTOR RESPONSIBILITIES**

### **C7.01. LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

#### *a. Minimal Disturbance*

All Work done by the Contractor or any Subcontractor must be done with minimal disturbance to the residents of the Town. The noise level must be kept at reasonable levels. All Contractor personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Town. The Town reserves the right to require the Contractor to permanently remove personnel from Work under the Contract that fail to comply with the requirements of this section.

### **C7.02. VEHICLES AND EQUIPMENT**

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

### **C7.03. SUPERVISION OF THE WORK**

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English-speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision

to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

**C7.04. TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

**C7.05. TAXES**

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

**C7.06. REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

**C7.07. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**C7.08. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its

performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**C7.09. RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION**

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2<sup>nd</sup>) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submit a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article C8.

Conditional Release of Liens are not accepted by the Town.

**C7.10. PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Article C8.

**C8. PAYMENT PROCESS**

**C8.01. COMPENSATION**

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&itemid=358](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358).

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

**C8.02. ADDITIONAL LINE ITEM PRICING**

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

**C8.03. REIMBURSIBLE EXPENSES**

Certain Project expenses may, or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Town Issued Permits
2. Police Officer costs when not provided by the Town

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not included in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

**C8.04. PROGRESS PAYMENTS**

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project schedule as required by Article C1.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

The Town shall not pay more than five (5%) of the Total Contract price as mobilization should a schedule of values be required of the contractor

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.
5. Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project, but delivered

and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

## **C9. CONTRACTOR MODIFICATIONS & DISPUTE PROCESS**

### **C9.01. FIELD DIRECTIVE**

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 3.40. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

### **C9.02. CHANGE ORDERS**

Without invalidating the Contract Documents and without notice to any Surety, the Town reserves and has the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Orders may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to



proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.

#### C9.03. FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. **Do Not Include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and does not include the acts or omissions of Subcontractors or suppliers.

#### C9.04. EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the

above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 3.43, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### **C9.05. EXCUSABLE DELAY, NON-COMPENSABLE**

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C9.04.

Failure of Contractor to comply with Articles C9.04, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### C9.06. CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.03 and C9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 3.3 within the timeframe established in Article C9.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.03, and Article C9.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### C9.07. DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Town Manager as identified in Article C13, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor will not be entitled to seek judicial relief unless:

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
3. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should the claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

#### **C9.08. CONTINUING THE WORK**

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

#### **C9.09. FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the

Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

**C9.10. STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C10.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

**C9.11. MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

**C9.12. TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

**C9.13. CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

## **C10. EARLY TERMINATION & DEFAULT**

### **C10.01. SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

### **C10.02. CONTRACTOR DEFAULT**

#### *a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

#### *b. Notice of Default-Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

#### *c. Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor,

terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

#### **C10.03. TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **C10.04. REMEDIES AVAILABLE TO THE TOWN**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **C11. SUBSTITUTIONS**

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the

acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

## **C12. INSPECTION OF THE WORK**

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

## **C13. UNCOVERING FINISHED WORK**

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

## **C14. DEFECTIVE OR NON-COMPLIANT WORK**

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract



Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

#### **C15. FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

**END OF SECTION**

## **SECTION D. SPECIAL TERMS AND CONDITIONS**

### **D1. SCOPE OF WORK**

The Contractor must furnish all labor, materials, equipment, and supervision required to remove existing windows and doors, then furnish and install new impact windows and doors at the Mary Collins Community Center. The impact windows and doors must comply with the Florida Building Code and Miami Dade County Product Approval for High Velocity Hurricane Zone (HVHZ).

Work includes, but is not limited to, cleaning and inspection of openings, removal and disposal of existing windows and doors, installation of new windows and doors, anchoring with approved tap cons, caulking and sealing inside and out, cleaning of work area, perimeter caulking on stucco areas (caulk before the stucco), patching of perimeter stucco and interior drywall, sweeping and vacuuming all work areas, moving furniture for install and restoring to original locations, covering and protecting furniture during installation, and miscellaneous and related work necessary for all inspections and approvals by the Town and any other agencies having jurisdiction over the work.

The Contractor must provide quantity, site specifications, measurements for replacement of windows and doors. The contractor is responsible for engineering, wind load calculations, drawings, and obtaining applicable permits. At a minimum, windows and doors furnished for installation must meet the following specifications:

- Glass Specification: ¼ Gray Heat Strengthen .090 PVB clear inter layers ¼ clear Heat Strengthen with Low-E Solarban 60 on surface #3.
- Aluminum Finish: Clear Anodized
- Glass: 9/16" Gray Laminated Impact with .090pvb inter layer – Minimum
- Standard Push / Push Handle
- Hinge: 4 Stainless Steel Butt Hinges
- Surface Mounted Closers
- Threshold: ADA bumper thresholds
- Windows must be measured by Bidder.
- U-Factor = 1.04, SHGC=0.51, VT=0.49, CR=15
- Aluminum Finish= Gray ESP
- Glass Make-Up = Lami (Ann/Ann) – Minimum
- Glass Color = Grey
- Hardware Finish= White, Sweep
- Mull Type= 1x4 Mullion- Standard Clips – Minimum

### **D2. CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within 90 Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within ten (10) Days after obtaining Substantial Completion.

### **D3. LIQUIDATED DAMAGES**

The Town may establish liquidated damages on the Notice to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of one hundred fifty dollars (\$150.00), which is hereby

agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

#### **D4. WARRANTY**

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town under the Contract. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or other stipulated time frame, then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

#### **D5. SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION**

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial

Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion, no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

## **D6. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If the Project Manager finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

**END OF SECTION**

## CONTRACT EXECUTION FORM

This Contract, 2018-11, made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in an amount not to exceed \$56,000.00 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Hartzell Construction, Inc., hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Date: \_\_\_\_\_

Signed, sealed and witnessed in the presence of:

As to the Contractor:

\_\_\_\_\_  
(Contractor's Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

## **SECTION E. EXHIBIT A – WINDOWS & DOORS TO BE REPLACED**



EXISTING PORTIONS OF BUILDINGS SHALL COMPLY WITH THE PROVISIONS OF EXISTING OCCUPANCIES, AS SET FORTH IN THE FLORIDA FIRE PREVENTION CODE.

APPROVED BY  
NEARBY-RIDGE COUNTY FIRE DEPARTMENT

SPK \_\_\_\_\_ BLOCK PERMIT \_\_\_\_\_ ON SITE \_\_\_\_\_  
WATER WORKS SECTION \_\_\_\_\_  
DATE 7/1/11 BY \_\_\_\_\_

**STORM GENERAL NOTES**

8-0 OPERATIONAL PERMIT HOURS APPLIED FOR OR GRANTED, AS SUCH SHOWN ON PERMIT, SHALL BE THE MAXIMUM PERMITTED BY THE TOWN FOR THIS PROJECT. (UNPERMITTED PLUMBING STOWAGE). THERE IS NO IN STATE GUARANTEED, STORED AND/OR QUANTIFIED, QUANTITIES OF RAW WASTEWATER ARE LESS THAN 35 GALLONS (SEE ATTACHED DESCRIPTION BELOW PROVIDED BY TOWN (EVAL. ATTACHED TO PERMIT))

1. PLUMBING STOWAGE WILL BE USED FOR STORMING SMALL LAWN WARE, GARDENWARE FOR THE USE OF PARKS GROUNDS MAINTENANCE, LIME, SHREDDING PROVIDED FOR STORMING EQUIPMENT & TOOLS

2. CHEMICALS TO BE STORED: 2 CYCLE OIL AND GAS

3. USE OF COMPRESSORS: 2 CYCLE 1/2" & 1/4" SHREDDING CHAINMET & MUCKER

4. PLUMBING SYSTEMS: 2 CYCLE 10000, 5.000 L.O. CAPACITY

6. QUANTITIES: 5 GALLONS OF CYCLE OIL AND GAS

7. CYCLE 1 CYCLE 1/2" & 1/4" SHREDDING CHAIN MET & MUCKER, 2 CYCLE POLE SAW, LAWN WARE & GARDENWARE

8. PLUMBING SYSTEMS: 2 CYCLE 10000, 5.000 L.O. CAPACITY WILL EXCEED ANY SPILLS, BULK GARDENWARE WILL BE CARRIED TO CYCLE 10000 BOTTLES

9. MATERIAL: SAFETY GEAR, 2 CYCLE 1/2" & 1/4" SHREDDING CHAIN MET & MUCKER, 2 CYCLE POLE SAW, LAWN WARE & GARDENWARE

LS-1.0



## **SECTION F. CONTRACTOR'S BID**



### BID FORM

This Bid is submitted on behalf of Hartzell Construction, (hereinafter "Bidder") located at  
(Name of Bidder)

2301 NW 33<sup>rd</sup> Ct, Pompano Beach FL 33069, submitted on 12/28/17,  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No. 2018-01** for

Mary Ann Collins Community Center Windows & Door Replacement Project  
(Solicitation Title)

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.



**ITB 2018-11**

**Mary Collins Community Center**

**Windows & Doors Replacement Project**

**Addendum #1**

**Due Date: 11:00 AM, December 28, 2017**

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarifications**

1. Section A, Scope of Work, is hereby amended as follows:

"At a minimum, windows and doors furnished for installation must meet the following specifications:

- Glass Specification: ¼ Gray Heat Strengthen .090 PVB clear inter layers ¼ clear Heat Strengthen with Low-E Solarban 60 on surface #3.
- Aluminum Finish: Clear Anodized
- Glass: 9/16" Gray Laminated Impact with .090pVB inter layer – Minimum
- Standard Push / Push Handle
- Hinge: 4 Stainless Steel Butt Hinges
- Surface Mounted Closers
- Threshold: ADA bumper thresholds
- Windows must be measured by Bidder.
- U-Factor = 1.04, SHGC=0.51, VT=0.49, CR=15
- Aluminum Finish= ~~Gray ESP~~ Clear Anodized
- Glass Make-Up = Lami (Ann/Ann) – Minimum
- Glass Color = Grey
- Hardware Finish= ~~White, Sweep~~ Clear Anodized
- Mull Type= 1x4 Mullion- Standard Clips – Minimum"

Except as provided above, all other clauses of this provision shall remain in full force and effect in accordance with their terms.

2. Section D1, Scope of Work, is hereby amended as follows:

"At a minimum, windows and doors furnished for installation must meet the following specifications:

- Glass Specification: ¼ Gray Heat Strengthen .090 PVB clear inter layers ¼ clear Heat Strengthen with Low-E Solarban 60 on surface #3.
- Aluminum Finish: Clear Anodized
- Glass: 9/16" Gray Laminated Impact with .090pVB inter layer – Minimum
- Standard Push / Push Handle
- Hinge: 4 Stainless Steel Butt Hinges
- Surface Mounted Closers
- Threshold: ADA bumper thresholds



- Windows must be measured by Bidder.
- U-Factor = 1.04, SHGC=0.51, VT=0.49, CR=15
- Aluminum Finish= ~~Gray~~ ESP Clear Anodized
- Glass Make-Up = Lami (Ann/Ann) – Minimum
- Glass Color = Grey
- Hardware Finish= ~~White, Sweep~~ Clear Anodized
- Mull Type= 1x4 Mullion- Standard Clips – Minimum”

Except as provided above, all other clauses of this provision shall remain in full force and effect in accordance with their terms.

Acknowledgement:

Mike Goodwin  
Name of Signatory  
Project Director  
Title  
12/26/17  
Date

[Signature]  
Signature  
Hartzell Construction  
Name of Bidder

Thomas Fossler  
Procurement Manager



## SECTION A. NOTICE TO BIDDERS

**ITB Name:** MCCC Windows & Doors Replacement Project

**ITB No.:** 2018-11

**Non-Mandatory Pre-Bid Conference:** 11:00AM EST, Wednesday, December 20, 2017

**Bids Due:** 11:00AM EST, Thursday, December 28, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Mary Collins Community Center Windows and Doors Replacement Project ("Project"). Bidders are to submit one (1) original and two (2) copies of their Bid, with original signatures together with a copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on December 28, 2017.**

### Scope of Work:

The Contractor must furnish all labor, materials, equipment, and supervision required to remove existing windows and doors, then furnish and install new impact windows and doors at the Mary Collins Community Center. The impact windows and doors must comply with the Florida Building Code and Miami Dade County Product Approval for High Velocity Hurricane Zone (HVHZ).

Work includes, but is not limited to, cleaning and inspection of openings, removal and disposal of existing windows and doors, installation of new windows and doors, anchoring with approved tap cons, caulking and sealing inside and out, cleaning of work area, perimeter caulking on stucco areas (caulk before the stucco), patching of perimeter stucco and interior drywall, sweeping and vacuuming all work areas, moving furniture for install and restoring to original locations, covering and protecting furniture during installation, and miscellaneous and related work necessary for all inspections and approvals by the Town and any other agencies having jurisdiction over the work.

The Contractor must provide quantity, site specifications, measurements for replacement of windows and doors. The contractor is responsible for engineering, wind load calculations, drawings, and obtaining applicable permits. At a minimum, windows and doors furnished for installation must meet the following specifications:

- Glass Specification: ¼ Gray Heat Strengthen .090 PVB clear inter layers ¼ clear Heat Strengthen with Low-E Solarban 60 on surface #3.
- Aluminum Finish: Clear Anodized
- Glass: 9/16" Gray Laminated Impact with .090pVB inter layer – Minimum
- Standard Push / Push Handle
- Hinge: 4 Stainless Steel Butt Hinges
- Surface Mounted Closers
- Threshold: ADA bumper thresholds
- Windows must be measured by Bidder.
- U-Factor = 1.04, SHGC=0.51, VT=0.49, CR=15
- Aluminum Finish= Gray ESP
- Glass Make-Up = Lami (Ann/Ann) – Minimum
- Glass Color = Grey
- Hardware Finish= White, Sweep
- Mull Type= 1x4 Mullion- Standard Clips – Minimum



Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

### BID PRICE

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Total Bid Amount (written out):

Fifty thousand seven hundred & thirty eight <sup>00</sup>/<sub>100</sub>

Total Bid Amount: \$ 50,738<sup>00</sup>

Firm's Name: Hartzell Construction

SSN or Federal ID No.: 65-1069589 Telephone No.: 954-658-0515

E-Mail Address: mgoodwin@myhartzell.com Facsimile No.: 954-957-9766

Town/State/Zip: Pompano Beach FL 33069

Printed Name/Title: Mike Goodwin P.D. Signature: [Signature]



**ITB 2018-11**  
**Mary Collins Community Center**  
**Windows & Doors Replacement Project**  
**Addendum #1**  
**Due Date: 11:00 AM, December 28, 2017**

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarifications**

1. Section A, Scope of Work, is hereby amended as follows:

"At a minimum, windows and doors furnished for installation must meet the following specifications:

- Glass Specification: ¼ Gray Heat Strengthen .090 PVB clear inter layers ¼ clear Heat Strengthen with Low-E Solarban 60 on surface #3.
- Aluminum Finish: Clear Anodized
- Glass: 9/16" Gray Laminated Impact with .090pvb inter layer – Minimum
- Standard Push / Push Handle
- Hinge: 4 Stainless Steel Butt Hinges
- Surface Mounted Closers
- Threshold: ADA bumper thresholds
- Windows must be measured by Bidder.
- U-Factor = 1.04, SHGC=0.51, VT=0.49, CR=15
- Aluminum Finish= ~~Gray~~ ESP Clear Anodized
- Glass Make-Up = Lami (Ann/Ann) – Minimum
- Glass Color = Grey
- Hardware Finish= ~~White, Sweep~~ Clear Anodized
- Mull Type= 1x4 Mullion- Standard Clips – Minimum"

Except as provided above, all other clauses of this provision shall remain in full force and effect in accordance with their terms.

2. Section D1, Scope of Work, is hereby amended as follows:

"At a minimum, windows and doors furnished for installation must meet the following specifications:

- Glass Specification: ¼ Gray Heat Strengthen .090 PVB clear inter layers ¼ clear Heat Strengthen with Low-E Solarban 60 on surface #3.
- Aluminum Finish: Clear Anodized
- Glass: 9/16" Gray Laminated Impact with .090pvb inter layer – Minimum
- Standard Push / Push Handle
- Hinge: 4 Stainless Steel Butt Hinges
- Surface Mounted Closers
- Threshold: ADA bumper thresholds





- Windows must be measured by Bidder.
- U-Factor = 1.04, SHGC=0.51, VT=0.49, CR=15
- Aluminum Finish= ~~Gray ESP~~ Clear Anodized
- Glass Make-Up = Lami (Ann/Ann) – Minimum
- Glass Color = Grey
- Hardware Finish= ~~White, Sweep~~ Clear Anodized
- Mull Type= 1x4 Mullion- Standard Clips – Minimum”

Except as provided above, all other clauses of this provision shall remain in full force and effect in accordance with their terms.

Acknowledgement:

Mike Goodwin  
Name of Signatory  
Project Dir.  
Title  
12/21/17  
Date

[Signature]  
Signature  
Hartwell Construction  
Name of Bidder

Thomas Fossler  
Procurement Manager





### Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

17 yrs

- a. Professional Licenses/Certifications (include name and license #)\*

Issuance Date

CGC1520258

5/26/2016

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(\*include copies of each license in a separate attachment to this form)

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

If other, please describe the type of company: \_\_\_\_\_

- a. FEIN/EIN Number:

65-1069585

- b. Dept. of Business Professional Regulation Category (DBPR):

\_\_\_\_\_

- i. Date Licensed by DBPR:

5/26/2016

- ii. License Number:

CGC 1520258

- c. Date registered to conduct business in the State of Florida:

\_\_\_\_\_

- i. Date filed:

\_\_\_\_\_

- ii. Document Number:

\_\_\_\_\_

- d. Primary Office Location:

2301 NW 33<sup>rd</sup> St, Pompano Beach

- e. What is your primary business?

General Construction and Painting  
(This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

Anderson Pinto - COO

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

Same Anderson Pinto

h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

n/a

### 3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Anderson Pinto	COO	51
Edward Holman	Pres	49

b. Is any owner identified above an owner in another company? ☒ Yes ☒ No

If yes, identify the name of the owner, other company names, and % ownership

Roof Painting By Hartzell - Edward Holman 100%



- c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
<u>Anderson Pinto</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Edward Holman</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Ford Collins</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Mike Goodwin</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation for Other: Contracts

4. Employee Information

- a. Total No. of Employees: 29
- b. Total No. of Managerial/Admin. Employees: 6
- c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

Construction - 3

\_\_\_\_\_

\_\_\_\_\_

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☒ No

6. Employer Modification Rating: .87

7. Insurance Information:

- a. Insurance Carrier name & address:

State Farm - 23865 US Hwy 27  
Lake Wales Florida 33859



b. Insurance Contact Name, telephone, & e-mail:

Kevin Weltin - 343-676-4633 nicole@weltin.com

c. Insurance Experience Modification Rating (EMR): 0.87

(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: W.C. zero

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any employees or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any employees or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No





If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Mike Goodwin

b. How many years has the PM been with the Company: 6yrs

c. List all the PM's licenses & certifications:

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d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

SEE Attached Sheet

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e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
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none

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- f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

Removal and Installation of windows and doors

100%

15. Prior Experience:

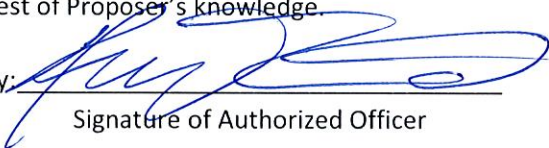
- a. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation. Bidders are to include no more than five (5) contracts or projects in total.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:



Signature of Authorized Officer

12/26/17

Date

Anderson Pinto

Printed Name



### ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: \_\_\_\_\_

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>#1</u> ,	Dated <u>12/21/17</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Hartzell Construction

Authorized Representative's Name: Mike Goodwin

Title: Project Dir.

Authorized Signature: [Signature]



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2018-11

Name of Bidder: Hartzell Construction

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: City of Plantation F.D. window replacement

Name of Project Owner: City of Plantation

Scope of work: window replacement

Initial Value of Contract: \$ 99,000

Is the contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 104,000

Was the work performed timely? ☐ Yes ☐ No

Was the work completed within budget? ☐ Yes ☐ No

If no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☐ No

Quality of the work performed: ☐ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☐ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: \_\_\_\_\_ Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor again in the future? ☐ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

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Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_ E-mail: \_\_\_\_\_





### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2018-11

Name of Bidder: Roof Painting By Hartzell

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: The Oaks

Name of Project Owner: Oaks Club Assoc.

Scope of work: Remodel of Exterior and Interior of Clubhouse - window & door repl.

Initial Value of Contract: \$ 43,875<sup>00</sup>

Is the contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 43,875

Was the work performed timely? ☒ Yes ☐ No

Was the work completed within budget? ☒ Yes ☐ No

If no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☒ No

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☒ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

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Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: Richard O'Neil Date: 12/23/17

Title: Project Manager Telephone: 561-482-3230

Signature: Richard O'Neil E-mail: Oaksman@Oaksclub.net



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2018-11

Name of Bidder: Hartzell Construction

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Mirador 1000

Name of Project Owner: Bernard Sandavol

Scope of work: Window Replacement

Initial Value of Contract: \$<sup>9</sup>335,000

Is the contract still active? ☐ Yes ☒ No

Final Value of Contract: \$335,000

Was the work performed timely: ☒ Yes ☐ No

Was the work completed within budget? ☒ Yes ☐ No

If no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☒ No

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☒ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Complete window and door Replacement To All Units

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: Bernard Sandavol

Date: 12/21/2017

Title: Board Member

Telephone: 305 785-8225

Signature: B Sandavol

E-mail: TEKOREGROUP@gmail.com



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2018-11

Name of Bidder: Hartzell Construction

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: City of Plantation F.D window replacement

Name of Project Owner: City of Plantation

Scope of work: window replacement

Initial Value of Contract: \$ 83890

Is the contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 135,396.85

Was the work performed timely? ☒ Yes ☐ No

Was the work completed within budget? ☒ Yes ☐ No

If no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☐ No

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No NONE

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☒ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

CHANGE ORDER WAS FOR ADDITIONAL WINDOWS REQUESTED  
WORK WAS COMPLETED WITHIN SCHEDULE

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name: JOSEPH M. PEREZ Date: 12/20/2017

Title: CONSTRUCTION MANAGER Telephone: 954-513-3507

Signature: [Signature] E-mail: JMPEREZ@PLANTATION.ORG



**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Hartzell Construction, a corporation organized and existing under the laws of the State of Florida, held on the 26 day of Dec, 2017, a resolution was duly passed and adopted authorizing (Name) Anderson Pinto as (Title) COO of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26, day of Dec, 2017.

Secretary: Edward Holman

Print: Edward Holman

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of N/A, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a)

\_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the

Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by Anderson Pinto  
[print individual's name and title]

for Hartzell Construction  
[print name of entity submitting sworn statement]

whose business address is

2301 NW 33<sup>rd</sup> St, Ste 112  
Pompano Beach FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1069585

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who



## COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and 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; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Hartzell Construction  
Authorized representative (print): Mike Goodwin  
Authorized representative (signature): [Signature] Date: 12/26/2017



## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Hartzell Construction

Solicitation No.: 2018-011

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

n/a  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

- b) Any family relationships with any employee or elected representative of the Town.

n/a  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Last name First name Relationship

  
Authorized Signature

12/24/2017  
Date:

Anderson Pinto  
Print Name

COO  
Title:



## CONTRACT EXECUTION FORM

(To be completed after award)

This Contract 2018-11 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in an amount not to exceed \$\_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Date: \_\_\_\_\_

Signed, sealed and witnessed in the presence of:

**As to the Contractor:**

\_\_\_\_\_  
(Contractor's Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

NOTARIZATION

STATE OF Florida )

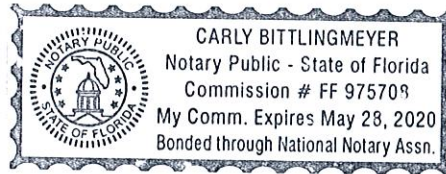
COUNTY OF Broward ) SS:  
)

The foregoing instrument was acknowledged before me this 26 day of  
Dec, 2017, by Anderson Pinto, who is personally known  
to me or who has produced \_\_\_\_\_ as identification and who (☐ did  
/ ☐ did not) take an oath.

Carly Bittlingmeyer

SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC



has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

  /   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

BEFORE ME, the undersigned authority, personally appeared Anderson Dinto to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that He executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26 day of Dec, 2017.

My Commission Expires:

Carly Bittlingmeyer

Notary Public State of Florida at Large





**NON-COLLUSIVE AFFIDAVIT**

State of Florida }  
                                  } SS:  
County of Broward }

Anderson Pinto being first duly sworn, deposes and says that:

- a) He/she is the COO, (Owner, Partner, Officer, Representative or Agent) of Hartzell Construction, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]  
Anderson Pinto  
(Printed Name)

COO  
(Title)

BEFORE ME, the undersigned authority, personally appeared Anderson Pinto to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that HE executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26 day of Dec, 2017.

My Commission Expires:

[Signature]  
Notary Public State of Florida at Large



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        }  
                                      }  
COUNTY OF MIAMI-DADE   }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

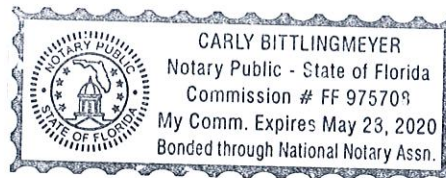
Title: COO

BEFORE ME, the undersigned authority, personally appeared Anderson Pinto to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that HE executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26 day of Dec, 2017.

My Commission Expires:

Carly Bittlingmeyer  
Notary Public State of Florida at Large





**CONFLICT OF INTEREST AFFIDAVIT**

State of Florida }

County of Broward } SS:  
}

Anderson Pinto being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Hartzell Construction, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness  
[Signature]  
Witness

By: [Signature]  
Anderson Pinto  
(Printed Name)

COO  
(Title)

BEFORE ME, the undersigned authority, personally appeared Anderson Pinto to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 26 day of Dec, 2017.

My Commission Expires:

[Signature]  
Notary Public State of Florida at Large



Form COI



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

PINTO, ANDERSON M  
HARTZELL CONSTRUCTION INC  
2301 NW 33RD COURT  
POMPANO BEACH FL 33069

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC1520258 ISSUED: 05/26/2016

CERTIFIED GENERAL CONTRACTOR  
PINTO, ANDERSON M  
HARTZELL CONSTRUCTION INC

IS CERTIFIED under the provisions of Ch 489 FS  
Expiration date: AUG 31, 2018 L1605260001007

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1520258	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

PINTO, ANDERSON M  
HARTZELL CONSTRUCTION INC  
2301 NW 33TH COURT STE 113  
POMPANO BEACH FL 33069








# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2017

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

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

<b>PRODUCER</b>  STATE FARM MUTUAL INSURANCE COMPANY KEVIN WELTLIN AGENT 23865 US HWY 27 N LAKE WALES, FL 33859	<b>CONTACT NAME:</b> N STEINC <b>PHONE (A/C, No, Ext):</b> 863-676-6633 <b>FAX (A/C, No):</b> 863-676-6655 <b>E-MAIL ADDRESS:</b> NICOLE@WELTLIN.COM																					
<b>INSURED</b> HARTZELL CONSTRUCTION INC 2301 NW 33RD CT STE 112 POMPANO BEACH, FL 33069-1000 ID 457158	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Mutual Automobile Insurance Company	25178	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> ENOL <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	(SEE BELOW) C52-5677-B30-59 A D16-0147-C15-59 B D16-0148-C15-59 A	07/28/2017	07/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

policies continued: E13-2134-A07-59, E13-2135-A07-59, 887-0444-E04-59, 893-4024-A28-59, 893-4025-A28-59, 893-4027-A28-59, 893-4028-A28-59, 900-5909-A28-59, 911-3068-D19-59

**CERTIFICATE HOLDER****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



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

PINTO, ANDERSON M  
HARTZELL CONSTRUCTION INC  
2301 NW 33RD COURT  
POMPANO BEACH FL 33069

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC1520258 ISSUED: 05/26/2016

CERTIFIED GENERAL CONTRACTOR  
PINTO, ANDERSON M  
HARTZELL CONSTRUCTION INC

IS CERTIFIED under the provisions of Ch 489 FS  
Expiration date: AUG 31, 2018 L1605260001007

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
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The GENERAL CONTRACTOR  
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Expiration date: AUG 31, 2018

PINTO, ANDERSON M  
HARTZELL CONSTRUCTION INC  
2301 NW 33TH COURT STE 113  
POMPANO BEACH FL 33069







HARTZ-2

OP ID: SP

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2017

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

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PRODUCER INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 THOMAS J. DEFRANCO	954-340-9551	CONTACT NAME: THOMAS J. DEFRANCO PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456 E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM
INSURED HARTZELL CONSTRUCTION, INC. 2301 NW 33RD COURT, STE 112 POMPAÑO BEACH, FL 33069	INSURER(S) AFFORDING COVERAGE INSURER A: WILSHIRE INSURANCE CO 13234 INSURER B: AMERICAN BUILDERS INS. CO. 11240 INSURER C: WESTCHESTER SURPLUS LINES INS INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET A/I <input checked="" type="checkbox"/> BLANKET WAIVER GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		LB00138808 PRIMARY NON-CONTRIBUTORY	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		XL00006886	07/25/2017	07/25/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV0168482-03	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIAB		G46792427 001 DEDUCTIBLE: \$2,500	07/25/2017	07/25/2018	AGGREGATE 2,000,000 EACH COND 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

HARTZ-1  HARTZELL CONSTRUCTION, INC. 2301 NW 33RD CT, SUITE 112 POMPAÑO BEACH, FL 33069	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 
---	---

ACORD 25 (2016/03)

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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. <b>Hartzell Construction, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification: check only <b>one</b> of the following seven boxes <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.) <b>2301 NW 33 Court, Suite 112</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Pompano Beach, FL 33029</b>	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

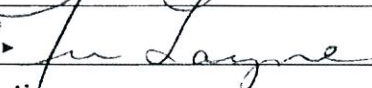
Social security number								
			-					
or								
Employer identification number								
6	5	-	1	0	6	9	5	8 9

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	
	Date ▶	

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. <b>Hartzell Construction, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>2301 NW 33 Court, Suite 112</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Pompano Beach, FL 33029</b>	
	7 List account number(s) here (optional)	

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Social security number								
			-					
or								
Employer identification number								
6	5	-	1	0	6	9	5	8 9

### Part II Certification

Under penalties of perjury, I certify that:

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- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

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- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## **Town of Miami Lakes Memorandum**

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**To: The Honorable Mayor and Councilmembers**  
**From: Alex Rey, Town Manager**  
**Subject: Government Facilities Zoning**  
**Date: 1/16/2018**

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### **Recommendation:**

Based on the analysis provided in the Staff Analysis and Recommendation report, Staff recommends approval of the ordinance amending the Government Property Zoning, GP section of the Land Development Code, to remedy the specified deficiencies and to provide for communication facilities.

### **Background:**

On October 6, 2015, the Town Council directed the Town Manager to explore amendments to the Town Code that would provide for a procedure to authorize the location of communication facilities on Town owned property. Site planning on governmentally controlled properties is provided by the GP, Government Property District, regulations which provide for the required review procedures. However, a close examination of the Code found three deficiencies that needed to be addressed. The first relates to an automatic rezoning provision which automatically changes the zoning of land upon the purchase or sale of a governmental entity. The second deficiency that the provisions do not provide for is a minor administrative site plan adjustment procedure as would be afforded to a privately held piece of land. Third, the permitted uses needs to be expanded to include communication facilities and other necessary uses that serve the Town's residents.

The attached ordinance remedies those deficiencies.

On November 14, 2017, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, voted to recommend approval of the ordinance to the Town Council.

### **ATTACHMENTS:**

Description

Ordinance

LPA Submittal

ORDINANCE NO. 18- \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO GOVERNMENTAL FACILITIES; AMENDING DIVISION 24, ENTITLED “GP GOVERNMENTAL PROPERTY DISTRICT,” OF ARTICLE IV, ZONING DISTRICT REGULATIONS, OF CHAPTER 13, LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS FOR THE REVIEW AND APPROVAL OF GOVERNMENTAL FACILITIES; PROVIDING FOR COMPLIANCE WITH STATE STATUTES; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**  
(Rodriguez)

**WHEREAS**, on March 12, 2013, the Town adopted Ordinance No. 13-155, which among other provisions, provided for the siting, construction and review of governmental facilities on publicly owned land, and whereby through either purchase or sale of such land, said land is automatically rezoned as result of such transaction; and

**WHEREAS**, the adopted provisions, which were largely copied from the prior Miami-Dade County Code, do not provide for the standard zoning procedures when changing the permitted use of land; and

**WHEREAS**, it is generally accepted that government facilities are required to deliver the necessary services to ensure the general health, safety and welfare, of its citizens; and that such facilities are commonly located in a variety of zoning districts where such lands are available, or most practicable to ensure the delivery of such services; and

**WHEREAS**, to that end, and consistent with other governments in the practice of their service delivery, and as provided in large part by Chapter 13 of the Town’s Code, an exclusive site plan review procedure is provided for to ensure the availability of needed facilities to deliver the services desired and demanded by Town residents; and

**WHEREAS**, the proposed ordinance clarifies the exclusive site plan procedure afforded to the Town, and deletes other outdated provisions; and

**WHEREAS**, on October 6, 2015, the Town Council directed the Town Manager to explore amendments to the Town Code that would provide for a procedure to authorize the location of telecommunication equipment and facilities on Town owned property;

**WHEREAS**, the proposed ordinance makes such equipment and facilities possible, subject to notice and public hearing requirements before the Town Council; and

**WHEREAS**, the Administrative Official reviewed the proposed amendment and recommends approval, as set forth in the Staff Analysis and Recommendation dated November 14, 2017, and incorporated into this Ordinance by reference; and

**WHEREAS**, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

**WHEREAS**, on November 14, 2017, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

**WHEREAS**, on January 16, 2017, the Town Council after conducting a properly noticed public hearing adopted the item for First Reading; and

**WHEREAS**, on <DATE> \_\_\_, 2017, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official; the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code at section 13-306(b) of the Town Code; and

**WHEREAS**, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.



**THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
MIAMI LAKES AS FOLLOWS:**

**Section 1. Recitals.** Each of the above stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Amendment.** Division 24, of Article IV of Chapter 13, entitled “GP Governmental Property District,” of the Town’s Land Development Code is hereby amended as provided at Exhibit A:

**Section 3. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember \_\_\_\_\_,  
who moved its adoption on first reading. The motion was seconded by Councilmember  
\_\_\_\_\_ and upon being put to a vote, the vote was as follows:

**FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved  
its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_  
and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

[THIS SPACE INTENTIONALLY LEFT BLANK]

## SECOND READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid \_\_\_\_\_

Vice Mayor Frank Mingo \_\_\_\_\_

Councilmember Luis Collazo \_\_\_\_\_

Councilmember Tim Daubert \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Nelson Rodriguez \_\_\_\_\_

Councilmember Marilyn Ruano \_\_\_\_\_

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

EXHIBIT A  
ORDINANCE

CHAPTER 13 LAND DEVELOPMENT CODE

\* \* \*

ARTICLE IV ZONING DISTRICT REGULATIONS

\* \* \*

DIVISION 24 ~~GP-GF-GOVERNMENTAL FACILITIES~~ PROPERTY DISTRICT

13-842. Uses permitted.

The Town Council may establish the uses listed in this Division without regard to the zoning or use classification of any particular site or location of any governmental facility on any lands leased or owned by a governmental entity within the Town's jurisdiction. The procedure to establish such facilities as provided in this Division shall be exclusive to the Town. ~~No land, body of water and/or structure shall be maintained, used or permitted to be used, and no structure shall be hereafter maintained, erected, constructed, moved, reconstructed or structurally altered or permitted to be erected, constructed, moved, reconstructed or structurally altered for any purpose in a GP District which is designed, arranged, or intended to be used or occupied for any purpose other than the following:~~

- (a) Public parks, playgrounds and buildings, and structures supplementary and incidental to such uses;
- (b) Fire stations;
- (c) Police stations;
- (d) Public auto inspection stations;
- (e) Public water and sewer treatment and distribution facilities;
- (f) Public libraries;
- (g) Public buildings and centers;
- (h) Public hospitals, nursing homes and health facilities;
- (i) Public auditoriums, arenas, museums, art galleries;
- (j) Maximum and minimum detention facilities;
- (k) Solid waste collection and disposal facilities;
- (l) Public maintenance and equipment yards;
- (m) Public bus stations and rapid transit stations and facilities;
- (n) Public airports and heliports;
- (o) Utilities, including telecommunication facilities;
- (p) Equipment yards, plant nurseries;
- (q) And other similar governmental uses or other facilities which serve the general health and welfare of the public.

13-843. Designation of property.

~~All governmental property in the Town of Miami Lakes heretofore and hereafter purchased and/or designated for a governmental use shall be so noted in the public records and maps of the Department. If a specific governmental use or uses has or have been designated pursuant to Section 13-844 of the Code for a particular property, the public records and maps of the Department shall so reflect said designation(s). All land subject to the permitted uses enumerated in Section 13-842 and owned in fee simple by a governmental entity shall be designated as governmental property. The designation GP shall be deemed an overlay zoning district and shall be in addition to any other zoning district by which the property is designated. If applicable, a GP District shall automatically revert to its other district classification if the property is no longer utilized as provided in Section 13-842 of the Code.~~

13-844. Exclusive procedure.

~~(a) The procedure provided herein shall be exclusive in the Town; provided, however, that unless a governmental facility is authorized as a designated permitted use in a zoning district, the Town Council shall not be bound by the procedures herein contained in constructing, erecting or operating any governmental facility listed below in the Town, and the Town Council may establish any governmental facility listed as follows where the Town Council may direct without regard to the zoning or use classification of any particular site or location: Public parks, playgrounds and buildings, and structures supplementary and incidental to such uses; domestic violence centers; fire stations; police stations; public auto inspection stations; public water and sewer treatment and distribution facilities; public libraries; public buildings and centers; public hospitals, nursing homes and health facilities; public auditoriums, arenas, museums, art galleries and convention halls; maximum and minimum detention facilities; solid waste collection and disposal facilities; public maintenance and equipment yards; public bus stations and Rapid Transit stations and facilities; and uses determined by the Town Council to be similar to those listed above.~~

~~(b) Exclusive site plan review procedure.~~

The site plan procedures in this Division shall be exclusive to the Town as further provided below:

(a) Public hearing and notice required. The Town Council may only authorize the erection, construction and operation of the governmental facilities enumerated in this Division Subsection (a) above by resolution following public hearing. The said public hearing shall be held upon at least 15 days' notice of the time and place of such hearing published in a newspaper of general circulation in the Town, which publication shall include the time and place of hearing before the Town Council. A courtesy notice containing general information as to the date, time, and place of the hearing, the property location and general nature of the application may be mailed to the property owners of record, within a radius of 300 feet of the property described in the application, or such greater distance as the Director may prescribe; provided, however, that failure to mail or receive such courtesy notice shall not affect any action or proceeding taken hereunder. To provide additional notice to the public, the property shall be posted by a sign or signs indicating the action desired and the time and place of the public hearing thereon. Failure to post such property shall not affect any action taken hereunder. At the public hearing the Town Council shall consider, among other factors, the type of function involved, the public need therefor, the existing land use pattern in the area, alternative locations for the facility and the nature of

the impact of the facility on the surrounding property. After considering these said factors, the Town Council shall take such action as is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of the Town of Miami Lakes.

- (b)(4) In the event the Town Council authorizes the construction, erection, use or operation of a governmental facility in accordance with the procedures delineated above, or in the event the Council otherwise determines that ~~Town-owned~~ property should be utilized by the Town for a particular public purpose, the property shall be posted by a sign or signs conspicuously located thereon indicating the governmental facility or use authorized for the property. Such sign or signs may be removed upon the commencement of construction. The Town Manager or designee shall periodically check the property to ensure that the signs provided for in this subsection remain in existence and accurately depict the proposed use of the subject property. This subsection shall be construed as directory only and failure to comply with the provisions hereof shall not affect the validity of the Town Council's action authorizing the use of the property for the designated purposes.
- (c) Notice exemption. Any facility which is designated as or intended to be operated as a domestic violence center at the time of consideration, planning, erection, construction or acquisition, shall be exempt from the notice and public hearing provisions set forth in Subsection (b) above.
- (d) Minor site plan amendments. The Administrative Official, upon a determination that a requested site plan change of a previously approved governmental facility is minor, shall have the authority to review and approve, approve with modifications and/or conditions or deny the minor change or amendment, providing the amended site plan complies with the following:
- (1) Is compliant with the minimum requirements of this code;
  - (2) Does not increase the intensity of the project;
  - (3) Does not violate any conditions of the original approval;
  - (4) Does not increase the floor area of the project;
  - (5) Is compliant with concurrency requirements; and
  - (6) Satisfactorily addresses land use compatibility, buffering, screening, and landscaping.
- (e) Deferral. A council member may request a deferral of consideration of any item relating to the construction, erection, use or operation of a governmental facility for up to 30 days the first time the item appears on a council agenda or the first time the item is raised at a Town Council meeting if the proposed construction, erection, use or operation of the governmental facility affects that council member's district exclusively or primarily. Upon the council member's invoking this right, discussion upon that item shall cease and the council shall move to another item of business.
- (f) Issuance of permits upon appeal. Notwithstanding any contrary provisions of this Division, during an appeal of a development order for a government facility approved pursuant to this section, zoning approvals relating to that development order being appealed shall be issued upon the request of the applying government, providing that:
- (1) The applying government indicates in writing that it will conform as necessary to any subsequent changes mandated as a result of the appellate process by the court or by the Town Council; and

(2) That other applicable requirements of law are met.

- ~~(d) The procedure established by this chapter shall be the exclusive procedure when applicable to any airport zoning regulations, and no application for a district boundary change, change in zoning regulations, appeals of administrative decisions, special exceptions or unusual and new uses or variances shall be considered or granted by any Town Board unless the same is provided for by this chapter and only by the procedure and method so provided; provided, however, the Town Council may change the zoning regulations without following the procedure provided therefore in this article; provided, however, that no such change will be made unless the written recommendation of the Director are first considered by the Town Council. No special permit shall be considered or granted by any Town Board.~~



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Chairman Rodriguez and Members of the Planning Board  
**From:** Darby Delsalle, AICP, Planning Director  
**Subject:** Governmental Facilities  
**Date:** 12/12/2017

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### **Recommendation:**

Based on the analysis provided in the Staff Analysis and Recommendation report, Staff recommends approval of the ordinance amending the Government Property Zoning, GP section of the Land Development Code, to remedy the specified deficiencies and to provide for communication facilities.

### **Background:**

On October 6, 2015, the Town Council directed the Town Manager to explore amendments to the Town Code that would provide for a procedure to authorize the location of communication facilities on Town owned property. Site planning on governmentally controlled properties is provided by the GP, Government Property District, regulations which provide for the required review procedures. However, a close examination of the Code found three deficiencies that needed to be addressed. The first relates to an automatic rezoning provision which automatically changes the zoning of land upon the purchase or sale of a governmental entity. The second deficiency that the provisions do not provide for is a minor administrative site plan adjustment procedure as would be afforded to a privately held piece of land. Third, the permitted uses needs to be expanded to include communication facilities and other necessary uses that serve the Town's residents.

The attached ordinance remedies those deficiencies.

### **ATTACHMENTS:**

Description

Staff Report

Ordinance





Department of Planning, Zoning and Code Compliance  
6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

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## Staff Analysis and Recommendation

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**To:** Honorable Chair and Members of the Local Planning Agency  
**From:** Darby P. Delsalle, AICP, Planning Director  
**Subject:** Government Property Zoning Update  
**Date:** November 14, 2017

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO GOVERNMENTAL FACILITIES; AMENDING DIVISION 24, ENTITLED "GP GOVERNMENTAL PROPERTY DISTRICT," OF ARTICLE IV, ZONING DISTRICT REGULATIONS, OF CHAPTER 13, LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS FOR THE REVIEW AND APPROVAL OF GOVERNMENTAL FACILITIES; PROVIDING FOR COMPLIANCE WITH STATE STATUTES; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Nelson Rodriguez)

### **A. BACKGROUND**

On October 6, 2015, the Town Council directed the Town Manager to explore amendments to the Town Code that would provide for a procedure to authorize the location of communication facilities on Town owned property. Site planning on governmentally controlled properties is provided by the GP, Government Property District, regulations which provide for the required review procedures. However, a close examination of the Code found three deficiencies that needed to be addressed. The first relates to an automatic rezoning provision which automatically changes the zoning of land upon the purchase or sale of a governmental entity. The second deficiency that the provisions do not provide for is a minor administrative site plan adjustment procedure as would be afforded to a privately held piece of land. Third, the permitted uses needs to be expanded to include communication facilities and other necessary uses that serve the Town's residents.

### **B. PROPOSED CHANGES**

The following described elements are presented in the same order that they appear in the proposed ordinance.

*Automatic Rezoning Provision Eliminated.* The first deficiency of the Town's Code violates Florida Statute 166.041, which provides for specific procedures for municipalities adopting ordinances and resolutions, including unique notice procedures when a city is changing the zoning designation of land. The current code creates an automatic rezoning by virtue of a real estate transaction. Not only does that violate FS 166.041, the action is not necessary. The Town's existing land use categories within its Comprehensive Development Master Plan already provides for a broad range of governmental uses without the need for rezoning. The proposed amendment converts the action to a public hearing site plan. This amendment properly aligns the GP district with State Statute and the Town's Comprehensive Development Master Plan (CDMP).

*Minor Administrative Site Plan Adjustment.* The second adjustment to the GP district includes the provision of a minor administrative site plan adjustment procedure. Government properties will continue to require public hearing to ensure participation of the public in the siting of such facilities. However, if the Code is left unadjusted, every minor modification would require rehearing of that site plan by the council.

*Permitted Uses.* The third adjustment to the Code eliminates redundancy of permitted uses stated within the Code, and ensures the list of permitted uses is inclusive enough to provide the services demanded by the Town's residents. It also includes provisions for the siting of communication facilities.

## **C. STAFF RECOMMENDATION**

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the Government Property Zoning, GP section of the LDC to remedy the outlined deficiencies.

## **D. ANALYSIS**

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

### **1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.**

*Analysis:* See Section "A", Background and Section "B", Proposed Changes of this report. As presented in Sections "A" and "B", the proposed ordinance provides a site plan review procedure consistent with State Law that allows for site planning of government facilities that serve the public. The amendment also provides a provision to accommodate communication facilities as demand for such service continues to grow. The program, as proposed conforms to the following policy of CDMP below:

Policy 1.1.14: Discourage land use patterns indicative of urban sprawl in the Future Land Use Map and any amendment applications by encouraging

compact development, mixed use where appropriate and efficient use of public facility capacity and resources.

Policy 1.4.2: Work with county and regional utility service providers, as needed, to help locate suitable land for expansion or replacement of their operations and services.

*Finding:* Complies

**2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.**

*Analysis:* See Section “A”, Background and Section “B”, Proposed Changes of this report. The proposed ordinance conforms with the Town’s LDC’s. A review of the LDC’s found no conflicts. The amendment brings the Town’s code into alignment with State Statute and the Town’s CDMP.

*Finding:* Complies.

**3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.**

*Analysis:* See Section “A”, Background and Section “B”, Proposed Changes of this report. The current GP district was largely reflected of a dated code copied over from Miami-Dade County when the Town established its own LDC. This update properly aligns the GP district to the Town’s CDMP and State law.

*Finding:* Complies.

**4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

*Analysis:* See Section “A”, Background and Section “B”, Proposed Changes of this report, and Criteria 1 and 3. The proposed ordinance properly aligns the GP code with the Town’s LDC.

*Finding:* Complies.

**5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

*Analysis:* The proposed ordinance does not impact the above systems.

*Finding:* Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

*Analysis:* The proposed ordinance does not impact the above systems.

*Finding:* Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

*Analysis:* See Section “A”, Background and Section “B”, Proposed Changes of this report. The proposed ordinance properly aligns the GP provisions with the Town’s code and State law, while also ensuring the Town has at its capacity to site facilities need to serve its residents. This includes the ability to site communication facilities on Town property thus easing the burden from privately owned lands. The result is improved service delivery which contributes to increased property values.

*Finding:* Complies.

8. **Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

*Analysis:* See Section “A”, Background, Section “B”, Proposed Changes, and Criterion 7 of this report.

*Finding:* Complies.

9. **Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

*Analysis:* See Section “A”, Background, Section “B”, Proposed Changes, and Criteria 1, 3, and 7 of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC. The proposed ordinance provides an opportunity for to ensure the Town has the capacity to provide services demanded by its residents.

*Finding:* Complies.

10. **Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

*Analysis:* See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

*Finding:* As determined by the Town Council.

ORDINANCE NO. 17-\_\_\_\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO GOVERNMENTAL FACILITIES; AMENDING DIVISION 24, ENTITLED "GP GOVERNMENTAL PROPERTY DISTRICT," OF ARTICLE IV, ZONING DISTRICT REGULATIONS, OF CHAPTER 13, LAND DEVELOPMENT CODE; ESTABLISHING PROVISIONS FOR THE REVIEW AND APPROVAL OF GOVERNMENTAL FACILITIES; PROVIDING FOR COMPLIANCE WITH STATE STATUTES; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**  
(Nelson Rodriguez)

**WHEREAS**, on March 12, 2013, the Town adopted Ordinance No. 13-155, which among other provisions, provided for the siting, construction and review of governmental facilities on publicly owned land, and whereby through either purchase or sale of such land, said land is automatically rezoned as result of such transaction; and

**WHEREAS**, the adopted provisions, which were largely copied from the prior Miami-Dade County Code, do not provide for the standard zoning procedures when changing the permitted use of land; and

**WHEREAS**, it is generally accepted that government facilities are required to deliver the necessary services to ensure the general health, safety and welfare, of its citizens; and that such facilities are commonly located in a variety of zoning districts where such lands are available, or most practicable to ensure the delivery of such services; and

**WHEREAS**, to that end, and consistent with other governments in the practice of their service delivery, and as provided in large part by Chapter 13 of the Town's Code, an exclusive site plan review procedure is provided for to ensure the availability of needed facilities to deliver the services desired and demanded by Town residents; and

**WHEREAS**, the proposed ordinance clarifies the exclusive site plan procedure afforded to the Town, and deletes other outdated provisions; and

**WHEREAS**, on October 6, 2015, the Town Council directed the Town Manager to explore amendments to the Town Code that would provide for a procedure to authorize the location of telecommunication equipment and facilities on Town owned property; and

**WHEREAS**, the proposed ordinance makes such equipment and facilities possible, subject to notice and public hearing requirements before the Town Council; and

**WHEREAS**, the Administrative Official reviewed the proposed amendment and recommends approval, as set forth in the Staff Analysis and Recommendation dated November 14, 2017, and incorporated into this Ordinance by reference; and

**WHEREAS**, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

**WHEREAS**, on November 14, 2017, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

**WHEREAS**, on <DATE> \_\_\_\_, 2017, the Town Council after conducting a properly noticed public hearing adopted the item for First Reading; and

**WHEREAS**, on <DATE> \_\_\_, 2017, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official; the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code at section 13-306(b) of the Town Code; and

**WHEREAS**, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

**THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:**

**Section 1. Recitals.** Each of the above stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Amendment.** Division 24, of Article IV of Chapter 13, entitled “GP Governmental Property District,” of the Town’s Land Development Code is hereby amended as provided at Exhibit A:

**Section 3. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the

Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember \_\_\_\_\_, who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

#### **FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

[THIS SPACE INTENTIONALLY LEFT BLANK]



## SECOND READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

Manny Cid  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

EXHIBIT A  
ORDINANCE

## CHAPTER 13 LAND DEVELOPMENT CODE

\* \* \*

### ARTICLE IV ZONING DISTRICT REGULATIONS

\* \* \*

#### DIVISION 24 ~~GP-GF~~-GOVERNMENTAL FACILITIES ~~PROPERTY~~ DISTRICT

13-842. Uses permitted.

The Town Council may establish the uses listed in this Division without regard to the zoning or use classification of any particular site or location of any governmental facility on any lands leased or owned by a governmental entity within the Town's jurisdiction. The procedure to establish such facilities as provided in this Division shall be exclusive to the Town. ~~No land, body of water and/or structure shall be maintained, used or permitted to be used, and no structure shall be hereafter maintained, erected, constructed, moved, reconstructed or structurally altered or permitted to be erected, constructed, moved, reconstructed or structurally altered for any purpose in a GP District which is designed, arranged, or intended to be used or occupied for any purpose other than the following:~~

- (a) Public parks, playgrounds and buildings, and structures supplementary and incidental to such uses;
- (b) Fire stations;
- (c) Police stations;
- (d) Public auto inspection stations;
- (e) Public water and sewer treatment and distribution facilities;
- (f) Public libraries;
- (g) Public buildings and centers;
- (h) Public hospitals, nursing homes and health facilities;
- (i) Public auditoriums, arenas, museums, art galleries;
- (j) Maximum and minimum detention facilities;
- (k) Solid waste collection and disposal facilities;
- (l) Public maintenance and equipment yards;
- (m) Public bus stations and rapid transit stations and facilities;
- (n) Public airports and heliports;
- (o) Utilities, including telecommunication facilities;
- (p) Equipment yards, plant nurseries;
- (q) And other similar governmental uses or other facilities which serve the general health and welfare of the public.

13-843. ~~Designation of property.~~

~~All governmental property in the Town of Miami Lakes heretofore and hereafter purchased and/or designated for a governmental use shall be so noted in the public records and maps of the Department. If a specific governmental use or uses has or have been designated pursuant to Section 13-844 of the Code for a particular property, the public records and maps of the Department shall~~

so reflect said designation(s). All land subject to the permitted uses enumerated in Section 13-842 and owned in fee simple by a governmental entity shall be designated as governmental property. The designation GP shall be deemed an overlay zoning district and shall be in addition to any other zoning district by which the property is designated. If applicable, a GP District shall automatically revert to its other district classification if the property is no longer utilized as provided in Section 13-842 of the Code.

~~13-844. Exclusive procedure.~~

~~(a) The procedure provided herein shall be exclusive in the Town; provided, however, that unless a governmental facility is authorized as a designated permitted use in a zoning district, the Town Council shall not be bound by the procedures herein contained in constructing, erecting or operating any governmental facility listed below in the Town, and the Town Council may establish any governmental facility listed as follows where the Town Council may direct without regard to the zoning or use classification of any particular site or location: Public parks, playgrounds and buildings, and structures supplementary and incidental to such uses; domestic violence centers; fire stations; police stations; public auto inspection stations; public water and sewer treatment and distribution facilities; public libraries; public buildings and centers; public hospitals, nursing homes and health facilities; public auditoriums, arenas, museums, art galleries and convention halls; maximum and minimum detention facilities; solid waste collection and disposal facilities; public maintenance and equipment yards; public bus stations and Rapid Transit stations and facilities; and uses determined by the Town Council to be similar to those listed above.~~

~~(b) Exclusive site plan review procedure.~~

The site plan procedures in this Division shall be exclusive to the Town as further provided below:

~~(a)~~ Public hearing and notice required. The Town Council may only authorize the erection, construction and operation of the governmental facilities enumerated in this Division Subsection (a) above by resolution following public hearing. The said public hearing shall be held upon at least 15 days' notice of the time and place of such hearing published in a newspaper of general circulation in the Town, which publication shall include the time and place of hearing before the Town Council. A courtesy notice containing general information as to the date, time, and place of the hearing, the property location and general nature of the application may be mailed to the property owners of record, within a radius of 300 feet of the property described in the application, or such greater distance as the Director may prescribe; provided, however, that failure to mail or receive such courtesy notice shall not affect any action or proceeding taken hereunder. To provide additional notice to the public, the property shall be posted by a sign or signs indicating the action desired and the time and place of the public hearing thereon. Failure to post such property shall not affect any action taken hereunder. At the public hearing the Town Council shall consider, among other factors, the type of function involved, the public need therefor, the existing land use pattern in the area, alternative locations for the facility and the nature of the impact of the facility on the surrounding property. After considering these said factors, the Town Council shall take such action as is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of the Town of Miami Lakes.

~~(b)(4)~~ In the event the Town Council authorizes the construction, erection, use or operation of a governmental facility in accordance with the procedures delineated above, or in the event

- the Council otherwise determines that ~~Town-owned~~ property should be utilized by the Town for a particular public purpose, the property shall be posted by a sign or signs conspicuously located thereon indicating the governmental facility or use authorized for the property. Such sign or signs may be removed upon the commencement of construction. The Town Manager or designee shall periodically check the property to ensure that the signs provided for in this subsection remain in existence and accurately depict the proposed use of the subject property. This subsection shall be construed as directory only and failure to comply with the provisions hereof shall not affect the validity of the Town Council's action authorizing the use of the property for the designated purposes.
- (c) Notice exemption. Any facility which is designated as or intended to be operated as a domestic violence center at the time of consideration, planning, erection, construction or acquisition, shall be exempt from the notice and public hearing provisions set forth in Subsection (b) above.
- (d) Minor site plan amendments. The Administrative Official, upon a determination that a requested site plan change of a previously approved governmental facility is minor, shall have the authority to review and approve, approve with modifications and/or conditions or deny the minor change or amendment, providing the amended site plan complies with the following:
- (1) Is compliant with the minimum requirements of this code;
  - (2) Does not increase the intensity of the project;
  - (3) Does not violate any conditions of the original approval;
  - (4) Does not increase the floor area of the project;
  - (5) Is compliant with concurrency requirements; and
  - (6) Satisfactorily addresses land use compatibility, buffering, screening, and landscaping.
- (e) Deferral. A council member may request a deferral of consideration of any item relating to the construction, erection, use or operation of a governmental facility for up to 30 days the first time the item appears on a council agenda or the first time the item is raised at a Town Council meeting if the proposed construction, erection, use or operation of the governmental facility affects that council member's district exclusively or primarily. Upon the council member's invoking this right, discussion upon that item shall cease and the council shall move to another item of business.
- (f) Issuance of permits upon appeal. Notwithstanding any contrary provisions of this Division, during an appeal of a development order for a government facility approved pursuant to this section, zoning approvals relating to that development order being appealed shall be issued upon the request of the applying government, providing that:
- (1) The applying government indicates in writing that it will conform as necessary to any subsequent changes mandated as a result of the appellate process by the court or by the Town Council; and
  - (2) That other applicable requirements of law are met.
- ~~(d) The procedure established by this chapter shall be the exclusive procedure when applicable to any airport zoning regulations, and no application for a district boundary change, change in zoning regulations, appeals of administrative decisions, special exceptions or unusual and new uses or variances shall be considered or granted by any Town Board unless the same is~~

~~provided for by this chapter and only by the procedure and method so provided; provided, however, the Town Council may change the zoning regulations without following the procedure provided therefore in this article; provided, however, that no such change will be made unless the written recommendation of the Director are first considered by the Town Council. No special permit shall be considered or granted by any Town Board.~~



## **Town of Miami Lakes Memorandum**

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**To: The Honorable Mayor and Councilmembers**  
**From: Alex Rey, Town Manager**  
**Subject: Utility and Communication Facilities in the ROW**  
**Date: 1/16/2018**

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### **Recommendation:**

It is recommended the Town Council approve the proposed ordinance relating to communications equipment and other utilities within the Town's rights-of-way.

### **Background:**

On March 7, 2017, in response to potential new rules being contemplated by State of Florida Legislature, the Town Council imposed a six (6) month moratorium on the installation of the communication equipment within the Town's rights-of-way. On June 23, 2017, the Governor of the State of Florida signed into law HB 687, titled the "Advanced Wireless Infrastructure Deployment Act." The bill, adopted by the State Legislature near the end of their 2017 legislative session, amended Section 337.401 of Florida Statute and provided for new rules and review procedures regarding small and micro wireless facilities within public rights-of-way. This action imposed the new rules on every municipal jurisdiction in the State. In light of the newly enacted bill, the Town Council extended the moratorium an additional six (6) months to thoroughly review the amended statutes, evaluate their implication, and prepare an ordinance that ensures our local codes comport with State Statutes. As part of the Town's review of its existing Code, other provisions regarding utilities within the rights-of-way were also examined. The result is the attached ordinance which provides for two (2) Article in Chapter 35 of the Town's Code of Ordinances. Article II provides for non-communication utilities (power, gas, water, etc) located in the rights-of-way, and Article III addresses communication facilities (antennas, cable TV, communication poles, etc.) so located. The attached ordinance seeks only to provide appropriate rules for utilities and communication facilities located within rights-of-ways.

The drafting of the ordinance was conducted in an open manner that began with a Council Workshop held on March 13, 2017. Additional discussion was provided on July 25<sup>th</sup>, 2017 when the moratorium was extended six (6) months. The meeting was advertised and members of the utility and communication industry both attended and spoke. Staff shared drafts of the proposed ordinance with representatives from the utility and communication industries on multiple occasions (10/18/2017, 10/27/2017, 11/22/2017, and 12/13/2017) and met with them several times (3/28/17, 11/02/2017, 11/22/2017, 12/14/2017 and 12/18/2017) to discuss their concerns. Staff believes the result of this effort is an ordinance that complies with State Statues, addresses

the operational demands of the utility and communication industries, and appropriately responds to the Town's interest in protecting and regulation its rights-of-way. The following is a brief description of Article II and Article III of Chapter 35.

Article II addresses utilities within the rights-of-way. Certain portions of the Towns existing laws regarding the regulations of utilities remains unchanged, some of which are relocated within the ordinance for clarity, while other provisions are added. Among the added provisions is the requirement of registration. The intent is to put in place a mechanism that would ensure indemnification to the Town in case of any damage, and the assurance to maintain the integrity and safety of the Town's rights-of-way. This includes security funds, bonding, and insurance requirements to ensure the Town is properly protected. It also provides for the option of a utility to enter into a Franchise Agreement if it is desired to achieve greater specificity of terms. With the exception of franchising and bonding, the registration standard is similar to the one provided for in Article III. The remaining provisions provide a framework for equipment/facility location and enforcement provisions. Article II does not interfere with the State's ability to regulate the utility industry, nor does it infringe upon the utilities duty to provide service as may be so required. Attachment A provides a fuller summary of Article II.

Article III addresses communication facilities within the rights-of-way. As with Article II, much of the prior Town Code was retained and simply relocated for clarity into this new Article. The separation of the Articles provides clarity between standards for utilities and those for communication facilities. The language being added to the Town's Code relates more specifically to HB 687 which addresses small and micro cell facilities, their siting standards, and the review procedure that must be followed. Attachment B provides a fuller summary of Article III.

Provided at Attachment "C" are the key definitions related to the new statute (HB 687) and the new permitting "shot clocks," (review time tables) outline therein. As reflected in the shot clocks, changes introduced by the new legislation include a negotiation period that provides the Town and the applicant an opportunity to collaboratively consider applications for telecommunication facilities within the public rights-of-way. The provision provides flexibility for the Town to address citing concerns while giving the applicant an assurance that they can meet their demands in a timely fashion. Another change to the Code provides for the applicant to apply for a single building permit to address multiple locations (up to 30). However, each location may be considered individually with review and response times independently tracked accordingly. The new code now requires all correspondence, including those related to approvals and denials, issued by a local jurisdiction to the applicant, to be by electronic mail. Specific statutory review criteria and design standards are provided within the ordinance that govern the Town's basis for approval or denial. Provisions added to the Code address review criteria of stealth and concealment options, the distance between poles, pole height and collocation are as follows:

It is important to note, Florida Statute 337.401(7), attached herein ("Attachment D"), does not permit municipalities to be more restrictive than what is set forth by State Law, but provides for certain processes, clear definitions, and review criteria, to facilitate the placement of communication facilities in the rights-of-way while considering the community's desires for these services and the industries needs in providing the utility.

On December 12, 2017, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency (LPA) heard the item at a publicly advertised hearing, and voted to recommend approval to the Town Council. The LPA submittal package, which includes a fuller staff report, is provided at Attachment "E".

## **ATTACHMENTS:**

Description

**Ordinance**

**Attachment A**

**Attachment B**



**Attachment C**

**Attachment D**

**Attachment E**

**ORDINANCE NO. 18-\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 35, ARTICLE II, COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY; RELATING TO THE PLACEMENT OF UTILITIES OTHER THAN COMMUNICATION FACILITIES LOCATED WITHIN THE RIGHTS-OF-WAY, BOTH ABOVE AND BELOW GROUND; CREATING ARTICLE III, PROVIDING FOR REGULATIONS RELATING TO THE PLACEMENT OF COMMUNICATION FACILITIES, WIRELESS FACILITIES, PASS-THROUGH FACILITIES, AND OTHER SIMILAR FACILITIES, WITHIN THE TOWN'S RIGHTS-OF-WAY, BOTH ABOVE AND BELOW GROUND; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the provision of communications services and other utilities to residents of and visitors to the Town of Miami Lakes (the "Town") is both an important amenity and a necessity of public and private life in the Town; and

**WHEREAS**, the demand for communications services has grown in recent years, and continues to grow exponentially, requiring the continual upgrading of communications facilities and services to satisfy a growing demand; and

**WHEREAS**, Section 337.401 of Florida Statutes states that since both Federal and State Law require the nondiscriminatory treatment to providers of all communications services it is the intent of the State Legislature that municipalities treat providers of communication services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the Town's rights-of-way; and

**WHEREAS**, rules and regulations imposed by a municipality relating to communication service providers that desire to place or maintain communications facilities in the Town's rights-of-way must be generally nondiscriminatory and competitively neutral and, notwithstanding any other law, may not require providers of communications services to apply for or enter into an individual license, franchise, or other agreement with the Town as a condition of placing or maintaining communications facilities in the Town's rights-of-way; and

**WHEREAS**, Section 337.401(3)(g) of Florida Statutes provides that a municipality may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or the Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

**WHEREAS**, the Florida legislature, during their 2017 legislative session, adopted Florida Statutes 337.401(7), titled the "Advanced Wireless Communications Act," which detail a municipality's regulatory authority to regulate wireless facilities within its rights-of-ways; and

**WHEREAS**, it is the Town's intent to exercise its authority over communication service providers, communication facility providers and pass-through providers' placement and maintenance of facilities in its rights-of-way; and

**WHEREAS**, it is also the Town's intent to treat each such provider in a reasonable, nondiscriminatory, and competitively neutral manner in exercising such authority; which authority is limited to only those matters necessary to manage the its rights-of-way; and

**WHEREAS**, the Town's rights-of-way are essential for the travel of persons and the transport of goods throughout the Town; and are a unique and physically limited resource requiring proper management by the Town in order to maximize efficiency, minimize costs to Town taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

**WHEREAS**, it is the further intent of the Town to exercise its authority to adopt reasonable rules and regulations to the fullest extent allowed by Federal and State law; and

**WHEREAS**, the Town has reviewed its ordinances and has received input from representatives of the communications service industry, and as a result of the foregoing has concluded that Town's Code of Ordinances must be updated and amended in order to conform with Federal and State laws and rules, regarding the placement and maintenance of new, existing, and expanded communications facilities in the Town's rights-of-way; and

**WHEREAS**, adoption of the following ordinance is necessary to satisfy the above objectives; and

**WHEREAS**, the Town Council believes it is in the best interest of the Town to adopt this ordinance amending Chapter 35, Article II and Creating Chapter 35, Article III for inclusion the Town's Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** Each of the above stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Findings.** After considering Staff's report, both submitted in writing and presented orally and the public comment, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan Code.

**Section 3. Approval.** The Town Council hereby adopts the amendment as provided at Exhibit "A," and as incorporated herein.

**Section 4. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

**Section 7. Effective date.** This Ordinance shall become effective immediately upon adoption.

### FIRST READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## SECOND READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

EXHIBIT A  
PROPOSED ORDINANCE



## ARTICLE II. – ~~COMMUNICATIONS~~ UTILITY FACILITIES IN PUBLIC RIGHTS-OF-WAY

### DIVISION 1. Generally.

#### Sec. 35-25 Intent and Purpose.

It is the intent of the Town of Miami Lakes to promote the public health, safety and general welfare by: providing regulations governing the placement or maintenance of utilities, other than Communications Facilities, in the Town's Public Rights-of-way; adopting and administering reasonable rules and regulations not inconsistent with State and Federal law, as each may be amended from time to time, and other Federal and State law; establishing reasonable rules and regulations necessary to manage the placement or maintenance of utilities, in the Town's Public Rights-of-way by all utility providers; minimizing disruption to the Town's Public Rights-of-way; establishing reasonable rules and regulations necessary to manage the placement or maintenance of utilities; and minimizing disruption to the Town's Public Rights-of-way. In regulating its Public Rights-of-way, the Town shall be governed by and shall comply with all applicable Federal and State Laws.

To the extent that the provisions of Article II do not conflict with Federal and State law, and any applicable franchise agreement, Utilities seeking to place or maintain Utilities, in the Town's Public Rights-of-way shall comply with the provisions of this Article. Persons seeking to place or maintain Utilities on private real- property or other real- property to which the Town, Miami-Dade County, the School District of Miami-Dade County, the South Florida Water Management District, the State of Florida or the Federal Government own a fee simple or leasehold interest in real property, located within the municipal boundaries of the Town shall comply with the provisions of the Chapter 13, Land Development Code (LDC), to the extent it applies.

#### 35-265. - Definitions.

For purposes of this ~~Article~~ article the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words not otherwise defined in this section or in any permit that may be granted pursuant to this article shall be given the meaning set forth in the Communications Act of 1934, 47 USC 151 et seq., as amended (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida Statutes; and, if not defined by Florida Statutes, shall be construed to mean the common and ordinary meaning.

Abandonment, or Abandoned means 90 or more consecutive days with the absence of any active user of a Facility. An Abandoned utility shall be removed or cured as required by this Article. This term shall not include cessation of all use of a Facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the utility. The term shall also exclude the temporary cessation of the provision of Facility where the Utility intends to re-establish the provision of Facility's services in the future. The temporary cessation with intent to re-activate must be documented to the satisfaction of the Town Public Works Director. ~~means the permanent cessation of all uses of a communications facility, provided that this term shall not include cessation of all use of a communication facility within a physical~~

~~structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be an "abandonment" of a communications facility in the public rights-of-way.~~

*Applicable Codes* means uniform building, fire electrical, plumbing, or mechanical codes adopted a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes ordinances adopted to implement this Article. The term includes objective design standards provided in this Article that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards provided in this Article that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived upon a showing that the design standards are not reasonably combative for the particular location of the small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within 45 days after the date of the request.

*Communications Facility or Communications System* means any permanent or temporary plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, Antennas, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the Town and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer Communication Services. Pursuant to F.S. § 337.401(6)(c), Communication Facility for purposes of this article shall not include communications facilities owned, operated or used by electric utilities or regional transmission organizations exclusively for internal communications purposes.

~~*Communications Services* means the transmission, conveyance or routing of voice, data, audio, video or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. For the purpose of this article, cable service, as defined in F.S. § 202.11(2), is not included in this definition and cable service providers or providers of service via an open video system may be subject to other ordinances of the Town and shall require separate authorization from the Town.~~

~~*Communications Services Provider* means any person making available or providing communications services through the placement or maintenance of a communications facility in public rights-of-way.~~

*Emergency* means situations of a serious nature, developing suddenly and unexpectedly, and demanding immediate action that will affect public safety, disruption of utility service, or damage to the Rights-of-Way, and conditions that affects the public's health, safety or welfare.

*Facility or Facilities* means any tangible thing located in any Public Rights-of-way used to deliver the services of a Utility.

~~*FCC* means the Federal Communications Commission.~~

*Florida Building Code* means the Florida Building Code promulgated under Chapter 553, *Florida Statutes* and includes the Miami-Dade County Amendments thereto as both may be amended from time to time.

*In Public Rights-of-Way or In the Public Rights-of-Way* means over, above, in, on or under the Public Rights-of-way within the Town over which the Town has jurisdiction, control and authority to regulate. The term also includes those Rights-of-way over which the County or State has

jurisdiction and authority under the Florida Transportation Code, Chapter 334, Florida Statutes, as same may be amended from time to time, but where the County or State or both have delegated to the Town the authority to regulate the registration, permitting, placement, installation and maintenance of Facilities in accordance with Chapter 35 of the Town Code of Ordinances. ~~means in, on, over, under or across the public rights-of-way.~~

LDC. means the, Chapter 13 of the Town of Miami Lakes Code of Ordinances, titled “Land Development Code.

Occupant means electric, gas (natural, manufactured or similar gaseous substance), water or sewer utility, or other similar type of entity that places or maintains facilities of whatever type in the Town's Public Roads or Public Rights-of-Way.

Permit means the Public Right-of-way permit that must be obtained before a Person may construct in the Public Right-of-way and shall include, but not be limited to Town Right-of-Way engineering and construction permits issued by the Town Public Works Director.

Person means any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative and all other groups or combinations, but shall not include the Town to the extent permitted by applicable law.

Place or Maintain or Placement or Maintenance or Placing or Maintaining means to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A ~~communications-services-provider~~ Utility that owns or exercises physical control over ~~communications-facilities~~ Facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the ~~communications-facilities~~ Facilities through which such service is provided.

Public Rights-of-Way means a public right-of-way, public utility easement, highway, street, bridge, tunnel, pier, waterway, dock, wharf, court, lane, path or alley or any other property for which the Town has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface to the extent the Town holds a property interest therein. Public Rights-of-Way shall not include:

- (1) Private property;
- (2) Any real or personal Town property except as described above; or
- (3) Town buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the Public Rights-of-Way.

Registrant or Facility Owner means a ~~communications-services-provider~~ Utility or other person that has registered with the Town in accordance with the provisions of this article.

Registration and Register means the process described in this article whereby a Utility ~~Communication Services Provider~~, provides certain information to the Town by which it is determined whether the Person will be authorized to obtain Permits to Place or Maintain Facilities within the Town's Public Rights-of-Way.

Town means the Town of Miami Lakes, Florida, an incorporated municipality of the State of Florida, in its present form or in any later reorganized, consolidated or enlarged form.

User means electric, gas (natural, manufactured or similar gaseous substance), water or sewer utility, ~~cable television~~ or other similar type of entity that places or maintains facilities of whatever type in the Town's Public Roads or Public Rights-of-Way.

Utility means any Person or entity that is an electric, gas, water, steam waste, disposal, or similar service consumed by the public, and who owns or operates appurtenant facilities or equipment that are situated with the Public Rights-of-way for transmission of such Utility's goods, commodities or services.

Utility Pole means a pole or similar structure that is used in whole or in part to provide for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure.

Utility Service or Services shall mean those services that are provided by a Utility other than those classified as a communication facility or service.

~~35-26. Intent and purpose:~~

~~(a) It is the intent of the Town and the purpose of this article to promote the public health, safety and general welfare by:~~

- ~~(1) Providing for the placement and maintenance of communications facilities in the public rights-of-way within the Town;~~
- ~~(2) Adopting and administering reasonable rules and regulations consistent with State and Federal law, including F.S. § 337.401 and the Town's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other Federal and State law;~~
- ~~(3) Establishing reasonable rules and regulations necessary to manage the placement and maintenance of communications facilities in the public rights-of-way by all communications services providers after the effective date of the ordinance from which this article is derived; and~~
- ~~(4) Minimizing disruption to the public rights-of-way.~~

~~In regulating its public rights-of-way, the Town shall be governed by and shall comply with all applicable Federal and State laws.~~

~~(b) It is the intent of the Town that this article will not preempt the Town's authority to require a franchise from users and/or occupants, other than communications service providers, of the Town's public roads and/or public rights-of-way. It is the intent of the Town to require users and/or occupants, other than communications service providers, of the Town's public rights-of-way to obtain a separate franchise before placing or maintaining facilities in the Town's public rights-of-way.~~

## DIVISION 2. Registration.

35-27. - Registration for placing or maintaining, utilities ~~communications~~ facilities in public rights-of-way.

(a) Registration. A Utility, ~~Communications~~ Service provider that desires to place or maintain a ~~communications facility~~ Facility in public rights-of-way in the Town shall first register with the Town in accordance with this Division ~~article~~. Subject to the terms and conditions prescribed in this Division ~~article~~, a registrant may place or maintain a Facility.

~~Communications Facility~~ in public rights-of-way. A ~~Utility Communications Services Provider~~ with an existing ~~facility~~ Facility in the public rights-of-way of the Town as of the effective date of the ordinance from which this ~~Division article~~ is derived has 120 days from the effective date of the ordinance from which this ~~Division article~~ is derived to comply with the terms of this ~~Division article~~, including, but not limited to, registration, or shall be in violation thereof.

- (b) No property right arises from Registration. A registration shall not convey any title, equitable or legal, in the public rights-of-way. Registration under this article governs only the placement or maintenance of Facility in Public Rights-of-Way. Registration does not excuse a Utility, Communications or advanced wireless infrastructure services provider from obtaining appropriate access or pole attachment agreements before locating its ~~facilities~~ Facilities on the Town's or another person's ~~facilities~~ Facilities. Registration does not excuse a ~~communications services provider~~ Utility from complying with all applicable law, including Town ordinances, codes or regulations, including this article.
- (c) Registration is non-exclusive. Registration does not in and of itself establish a right to Place or Maintain, or establish priority for the Placement or Maintenance of a Facility, in the Town's Public Rights-of-way, but shall establish for the Registrant a right to apply for a Permit, if permitting is required by the Town. Registrations are expressly subject to any further amendment to or replacement of this Article and further subject to any additional Town ordinances or regulations, as well as any State or federal laws that may be enacted.
- (d) Content of Registration. Each ~~Utility, Communications services provider~~ that desires to place or maintain a ~~Communications Facility~~ Facility in Public Rights-of-Way in the Town shall file an original registration along with two complete copies with the Town that shall include the following information:
- (1) Name of the applicant;
  - (2) Name, address, telephone number, e-mail address and mobile phone number of the applicant's primary contact person in connection with the registration. Additionally, the applicant shall provide emergency contact information. The primary contact person shall be able to provide information regarding the registrant's Utility, Communications facilities in the public rights-of-way, and shall be able to accept and coordinate any damage claims. The registrant shall also provide a secondary contact person enabling the Town to contact appropriate registrant's personnel in emergency situations, including, but not limited to, when registrant's construction or equipment has caused damage to other property. The registrant shall also provide the Town with a current telephone number for the secondary contact person which shall be available and monitored 24 hours per day, every day, by the registrant, to be utilized by the Town in case of an emergency. Such information shall be updated as necessary by the registrant to provide the Town with current and accurate information;
  - (3) Evidence of the insurance coverage required under this article and acknowledgment that the registrant has received and reviewed a copy of this article;
  - (4) A copy of Federal or State certification authorizing the applicant to provide Utility, Communications services, if any;
  - (5) If the applicant is a corporation and does not submit a State certification pursuant to Subsection (c)(4) of this section, proof of authority to do business in the State of Florida, which may be satisfied by the number of the corporate certification or other means; and
  - (6) A security fund in accordance with this article.

- (e) Review and reporting. The Town Manager or designee shall review the information submitted by the Applicant. If the Applicant submits information in accordance with Subsection (de) of this section, the Registration shall be effective and the Town shall notify the applicant of the effectiveness of Registration in writing. The Applicant may not apply for a permit to place or maintain Utility, Communications facilities ~~Facilities~~ in the Public Rights-of-Way under this article unless and until it has been notified that its application is complete and effective. If the Town determines that the information has not been submitted in accordance with Subsection (c) of this section, the Town shall notify the applicant in writing of the noneffectiveness of registration and reasons for the noneffectiveness. ~~The Town shall so notify an Applicant within 30 days after receipt of registration information from the Applicant.~~
- (fe) Cancellation. A registrant may cancel a registration upon written notice to the Town that the registrant will no longer place or maintain any Facility ~~communications facilities~~ in public rights-of-way and will no longer need to obtain permits to perform work in the public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain a Facility Communication Facility in public rights-of-way.
- (f) ~~Registration shall be nonexclusive. Registration shall not establish any right or priority to place or maintain a communications facility in any particular area in public rights-of-way within the Town. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional Town ordinances, as well as any State or Federal laws that may be enacted.~~
- (fg) Annual Renewal. A registrant shall ~~renew~~ update its registration with the Town by April 1 of ~~each even-numbered~~ years in accordance with the registration requirements in this article; except that a registrant that initially registers during the even-numbered year when renewal would be due, or the odd-numbered year immediately preceding such even-numbered year, shall not be required to renew until the next even-numbered year. Within 30 days of any change in the information required to be submitted pursuant to Subsection of this section, a registrant shall provide updated information to the Town. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may, at the Town's discretion, result in the Town restricting the issuance of additional permits until the ~~communications services provider~~ Utility has complied with the registration requirements of this article.
- (h) Permit Required. ~~In accordance with applicable Town ordinances, codes or regulations and this article, a permit shall be required of a Communications services provider that desires to place or maintain a Communications Facility in Public Rights of Way. An effective registration shall be a condition precedent of obtaining a Permit.~~
- (hi) Compensation. ~~Except as may be provided for in a separate franchise agreement, a~~ A Registrant that places or maintains a Communications Facilities Facility in the public rights-of-way shall be required to pay compensation to the Town as required by applicable law and ordinances of the Town. A Registrant that places or maintains a Facility Communications Facilities in the public rights-of-way, ~~other than a Registrant that provides communications services as defined in F.S. § 202.012(3), within the Town,~~ shall pay to the Town the fees required by Florida Law and the Town's ordinances and resolutions. Such registrants shall pay such amounts initially before obtaining permits and then annually thereafter in accordance with the Town's requirements.

- (i) Failure to Register. A Registrant shall bear the responsibility to maintain his registration updated with the Town at all times. A Registrant's failure to Register, or renew Registration may result in Civil Penalties.

Sec. 35-28. Insurance.

- (a) General. A Registrant shall provide, pay for and maintain satisfactory to the Town the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having an A.M. Best A-VII or better rating. All liability policies shall provide that the Town is an additional insured as to the activities under this Article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the Town annually. Thirty (30) days advance written notice by registered, certified or regular mail or facsimile as determined by the Town must be given to the Town's Risk Manager of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the Town.
- (b) Insurance Coverage and Limits of Insurance Coverage. The insurance coverage and limits of coverage of insurance required shall be not less than the following:
- (1) Worker's compensation and employer's liability insurance. Requirements as spelled out in Florida Chapter 440.
- (2) Comprehensive general liability. Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits of no less than one million dollars (\$1,000,000) per occurrence, combined single limit and two million dollars (\$2,000,000) in the aggregate.
- (3) Commercial Automobile liability. Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this Article XII for limits of no less than one million dollars (\$1,000,000) per occurrence combined single limit each accident.
- (4) Commercial excess or umbrella liability. Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.
- (c) Proof of Insurance. Upon the effective date of the Registration, the Registrant shall submit to the Town proof that it has obtained the insurance required under this Section 35-35, including a certificate of insurance signed by the insurance agent.
- (d) Authority to decrease limits. The Town shall have the authority to increase or decrease the policy limits set forth above and shall provide each Registrant with at least thirty (30) days advance written notice of such change. Within thirty (30) days from receipt of a notice to increase its policy limits, the Registrant shall submit to the Town proof of such increased coverage.
- (e) Duration. The coverage provided herein shall be for a period not less than the period for which the indemnification obligations under Town Code Section 35-29 hereof are imposed.
- (f) Abandonment. Failure to maintain required coverage shall be deemed an Abandonment. Failure to maintain all the required insurance coverage shall be deemed an Abandonment of all of the Facilities of the Registrant.

35-29. Indemnification.

- (a) Liability. By reason of the acceptance of a Registration under this Article or the grant of a Permit under this Article, the Town does not assume any liability:
- (1) For injuries to persons, damage to property, or loss of service claims by parties other than the Registrant or the Town;
  - (2) For claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of Facilities by Registrants or activities of Registrants.
- (b) Hold harmless. By registering with the Town, a Registrant agrees, or by applying for and accepting a Permit under this Article, a Permittee is required, to defend, indemnify, and hold the Town whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its Facilities, whether any act or omission complained of is authorized, allowed, or prohibited by a Permit, inspection of plans or work by the Town. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Registrant or to the Town; and the Registrant, in defending any action on behalf of the Town, shall be entitled to assert in any action every defense or immunity that the Town could assert in its own behalf. Nothing herein shall be construed as a waiver of the protections, limitations and immunities provided in Section 768.28, Florida Statutes, as same may be amended from time to time. The provisions of this Section 35-36 include, but are not limited to, the Town's reasonable attorneys' fees incurred in defending against any such claim, suit or proceeding(s).
- (c) Notification of issues. The Town agrees to notify the Registrant, in writing, within a reasonable time of the Town receiving notice, of any issue it determines may require indemnification.
- (d) Limitations. This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the registrant under workers' compensation, disability or other employee benefit acts, or the acceptance of insurance certificates required under this article, or the terms, applicability or limitations of any insurance held by the Registrant.
- (e) Investigation by registrant. The Registrant shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and shall bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Town, the Registrant shall assume and defend not only itself but also the Town in connection with any such claims and any such defenses shall be at no cost or expense whatsoever to the Town provided that the Town (exercisable by the Town Attorney), shall retain the right to select counsel of its own choosing.
- (f) Waiver rights. The Town does not and shall not waive any rights against the Registrant which it may have by reason of this indemnification, or because of the acceptance by, or the Registrant's deposit with the Town of any of the insurance policies required by this Article for Registration.
- (g) Damages. This indemnification by the Registrant shall apply to all damages and claims for damages of any kind suffered regardless of whether such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- (h) Defense and immunity. Nothing contained in this Section shall be construed or interpreted:
- (1) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; or
  - (2) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes as same may be amended from time to time.



- (i) Term. The indemnification requirements under this Section and this Article shall survive and be in full force and effect for a period of five (5) years after the termination or cancellation of a Registration.

35-30. - Force majeure. In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such owner uses all practicable means to expeditiously cure or correct any such inability to comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of a registrant's directors, officers, employees, contractors or agents.

35-31. - Termination of registration.

(a) Involuntary Termination. The involuntary termination of a previously effective registration may only be accomplished by an action of the Town Manager and such action may be appealed to the Town Council. The Town may declare the registration terminated and revoke and cancel all privileges granted under that registration if:

- (1) A Federal or Florida authority suspends, denies or revokes a registrant's certification or license to provide communications service;
- (2) The Registrant's placement and maintenance of the Public Rights-of-Way or other roads or property within the Town presents an extraordinary danger to the general public or other users of the public rights-of-way; or
- (3) The registrant voluntarily abandons all of its communications facilities in Public Rights-of-Way.

(b) Notification. Prior to such termination for any of the reasons set forth in this section, the Town Manager or his designee shall notify the registrant in writing, setting forth the matters pertinent to such reasons and describing the proposed action of the Town with respect thereto. The registrant shall have 60 days after receipt of such notice within which to cure the violation.

(c) In the event of a vote by the Town Council to terminate the registration, the registrant shall, within 30 days following such termination, provide an acceptable plan for transferring ownership of the Facilities to another Person in accordance with this Article or shall remove or abandon the Facilities and take such steps as are necessary to render every portion of the Facilities remaining in the public rights-of-way safe. If the registrant has either abandoned its Facilities or chooses to abandon its Facilities, the Town may:

- (1) Require the registrant or the registrant's bonding company to remove some or all of the Facilities from the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal;
- (2) Require that some or all of the Facilities be removed, and the public rights-of-way restored to their original condition at the registrant's expense, using Town employees, agents or contractors, and charge any and all costs to the registrant and require reimbursement; or
- (3) Utilize or allow other persons to utilize the registrant's abandoned Facilities.

(d) *Survival of obligations.* The obligations of the registrant hereunder shall survive the termination of a registration. In the event of a declaration of termination of registration, this provision does not permit the Town to cause the removal of any Facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing Federal or State agency, where required, and is properly registered with the Town, for such certificated service, where required.

35-32. - Transfer of control, sale, or assignment of assets.

(a) *Transfer of control, sale, or assignment of assets.* If a Registrant transfers, sells or assigns its Registration or its Facilities in the Public Rights-of-Way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided to the Town within 20 days of the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided herein within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Town that the transferee, buyer or assignee is the new applicant.

(b) *Subordination.* Any mortgage, pledge, lease or other encumbrance on the Facilities shall be subject and subordinate to the rights of the Town under this Article and Applicable Law.

35-33. - Conditional use of public rights-of-way.

(a) *Authorization required.* In the event a registrant desires to use its existing Facilities or to construct new Facilities for the purpose of providing other utility or nonutility services to existing or potential consumers or resellers, for providing any other services other than the provision of Utility Services or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the Town for such activities as may be required by applicable law.

(b) *Towns rights.* To the extent that any person or registrant leases or otherwise uses the Facilities of a Person that is duly registered or otherwise authorized to place or to maintain Facilities in the public rights-of-way of the Town, such person or registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the Town's rights, including requiring the removal of such Facilities from the public rights-of-way of the Town, regardless of the effect on a registrant's ability to place or maintain its own Facilities in public rights-of-way of the Town.

35-34 *Security fund.* A Security Fund shall be required to be kept on file with the Town in the form of an annual bond, letter of credit or cash deposit in the minimum amount of \$50,000.00, which shall be established in the Town's favor to secure the restoration of the public rights-of-way and to ensure the faithful performance of the construction or other work in the public rights-of-way or required repairs caused by damages to the rights-of-way or the removal of any abandoned Facility. The form of the bond or other guarantee and the terms thereto shall be approved by the Town Attorney.

~~35-28. - Requirement for franchise for other users or occupants of the public rights-of-way.~~

- (a) ~~Franchise or other agreement required.~~ Other users and/or occupants of the Town's public roads and/or public rights of way other than communications service providers shall be required to obtain a franchise or other agreement from the Town prior to performing construction or placing facilities in the Town's public rights of way, or obtaining a permit from the Town to perform construction or to place facilities in the Town's public rights of way or other roads or property within the Town. The terms set out in this article, to be included in such franchises or agreements, are minimum standards and shall not be construed as prohibiting the Town from including any and all other terms, conditions and/or other requirements the Town so desires in any franchise or agreement. Such users and/or occupants shall enter into a franchise agreement or other agreement approved by the Town Council.
- (b) ~~Franchise application.~~ Any user and/or occupant other than a communications service provider, including governmental units, desiring to place or maintain facilities in the Town's public rights of way shall file an application with the Town requesting that the Town enter into a franchise agreement with said user and/or occupant. The application shall include, at a minimum, the following information:
- (1) Identity of the user and/or occupant, address and telephone number and primary contact person; and
  - (2) A statement of whether the applicant presently serves any customers at retail within the jurisdictional limits of the Town at the time of the application or whether the applicant simply intends to lease its facilities to other users and/or occupants who will be providing direct service to retail customers within the jurisdictional limits of the Town.
- (c) ~~Application fee.~~ Each application requesting the Town to enter into a franchise agreement shall be accompanied by an initial nonrefundable application fee in the amount established by resolution. The fee amount shall approximate the Town's costs and expenses incurred in connection with processing the application. All reasonable expenses incurred by the Town in processing the application, including, but not limited to, consulting and legal costs, shall be offset from the filing fee.
- (d) ~~Cost recovery.~~ If the Town's expenses, as referenced in Subsection (c) of this section, exceed the amount of the application fee, the applicant shall pay the difference within 30 days of the date it receives notice of such additional expenses. If the additional fees are not received by the Town within 30 days of the date of notice, the Town shall notify such applicant, and the applicant shall pay an additional late fee at the rate of 18 percent per annum of the amount unpaid or underpaid; provided, however, that such rate does not exceed the maximum amount allowed under the applicable law. In such case, the rate will be the maximum allowed by law. If the Town does not receive said fee in total within 60 days of the date of notice, the Town shall notify the applicant in writing and may, in the Town's sole discretion, refuse in good faith to execute the franchise agreement, or may terminate in good faith the franchise agreement without any penalty and/or liability.
- (e) ~~Construction bond.~~ All franchise agreements between the Town and any user and/or occupant shall contain a provision for a construction bond in an amount to be determined by the Town Manager, which shall be established in the Town's favor to secure the restoration of the public rights of way and to ensure the faithful performance of the construction or other work in the public rights of way. The form of the bond and the terms thereto shall be approved by the Town Attorney.
- (f) ~~Security fund.~~ All franchise agreements between the Town and any user and/or occupant shall contain a provision for a security fund, which shall be required to be kept on file with the Town

~~in the form of an annual bond, letter of credit or cash deposit in the minimum amount of \$50,000.00. The form of the bond or other guarantee and the terms thereto shall be approved by the Town Attorney.~~

DIVISION 3. Permitting and Placement of Facilities in the Public Rights-of-Way.

~~35-3529.~~ - Placement or maintenance of Utilities facilities in public rights-of-way, in general.

(a) Compliance. Registrants and users and/or occupants agree at all times to comply with and abide by all applicable provisions of Federal and State law and Town ordinances, codes and regulations in placing or maintaining Facilities in public rights-of-way.

(b) Permit Required. A Registrant shall not commence to place or, maintain a Facility in a Town Public Right-of-way until all applicable Permits, if required, have been issued, except in the case of routine maintenance or an emergency as provided for in this Article. In such cases deemed an emergency situation by the Utility owner, the Registrant shall apply for Permits within 15 days of the incident or repair, whichever comes sooner. ~~No person shall commence to place or to maintain communications facilities or other facilities or to perform construction in the public rights-of-way or other roads or property within the Town until the Town or other appropriate authority has issued all applicable permits, except in the case of an emergency. The term "emergency" means a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a preexisting service.~~ Registrants and users and/or occupants shall provide prompt notice to the Town of the placement or maintenance of a ~~facility~~ Facility in public rights-of-way in the event of an emergency. The Registrant acknowledges that as a condition of granting a permit(s), the Town may impose reasonable conditions governing the Placement or Maintenance of a Facility in the Town's Public rights-of-way related to the public, health, safety and welfare as permitted and set forth in Section 337.401 of Florida Statutes as same may be amended from time to time; however, no such imposed conditions shall prohibit or otherwise adversely impact the provision of Utility Services. Permits shall apply only to the areas of the Town's Public Rights-of-way specifically identified in the Permit. As a condition of granting such permits, the Town may impose reasonable rules or regulations governing the placement or maintenance of facilities in public rights-of-way or other roads or property within the Town. Permits shall apply only to the areas of public rights-of-way or other roads or property within the Town specifically identified in the permit. The Town may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. All applicants for Facility work within the Rights-of-Way shall pay applicable building and/or public works permit fees as provided by Town Ordinance or as may be required by State Law.

(c) Required information. As part of any permit application to place a new or to replace an existing ~~communications facility or other facility~~ Facility in public rights-of-way or other roads or property within the Town, the applicant shall provide information concerning the ~~communications facility or other facility~~ Facility that sets forth the following, as required by the Town Manager:

(1) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Section 471.003 of Florida Statutes, identifying the location of the proposed facility, and including:

- a. A description of any facility to be installed;
  - b. The facility's ~~length~~ dimensions in feet;
  - c. Site plan indicating where ~~Where~~ the facility is to be located; ~~and~~
  - d. Ability to demonstrate compliance with the Florida Building Code, for wind load requirements unless otherwise exempted by Florida Statutes; and
  - e. For new Utilities, or any excavation work, a geotechnical report for the existing soil conditions, or a soil statement by a Florida licensed professional engineer, attesting to the soil conditions.
- (2) ~~A description of the manner in which the communications facility or other facility will be installed, i.e., anticipated construction methods and/or techniques;~~
- (3) ~~A traffic maintenance plan for any disruption of the public rights-of-way or other roads or property within the Town;~~
- (42) Plans and information, ~~Information as required by this Article, on the ability of the public rights-of-way to accommodate the proposed Facility communications facility or other facility, if available; such information shall be provided without certification as to correctness, to the extent obtained from other persons with communications facilities or other facilities in the public rights-of-way;~~
- (53) ~~If appropriate, given the Facility communications facility or other facility proposed, an estimate of the cost of restoration to the public rights-of-way;~~
- (64) ~~The timetable for construction of the project or each phase thereof, and the areas of the Town which will be affected;~~
- (7) ~~The use of door hangers to notify residents living within a 300-foot radius of the project; and~~
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- (5) A description of the type of Facility and the manner in which the Facility will be installed and/or modified (i.e. anticipated construction methods or techniques).
- (6) A temporary sidewalk closure plan, if appropriate given the Facility proposed, to accommodate Placement or Maintenance of the Facility.
- (7) A temporary traffic lane closure and management of traffic (MOT) plan, if appropriate given the Facility proposed, to accommodate installation and/or modification of the Facility.
- (8) A proposed timetable for Placement or Maintenance of the proposed Facility or each phase of the Placement or Maintenance thereof, and the intended areas of the Town to be served by the Facility.
- (9) Registrants shall not place or maintain signage on Facilities in Town Public Rights-of-way, unless otherwise required by federal or State law; however, that Existing Structures that lawfully supported signage before being Repurposed may continue to support signage as otherwise permitted by law or Town Code, as same may be amended from time to time.
- (10) Such additional information requested by the Town that the Town finds reasonably necessary to review the permit application to ensure continued level of service delivery of its Rights-of-Way.
- (d) Public accessibility, safety, and sufficiency of spacing. ~~To the extent that such regulations do not interfere with the ability of a Utility to deliver and provide service to its customers, the Town shall have the power to prohibit or to limit the placement of new or existing telecommunication facilities or other facilities in that area of the public rights-of-way, or to~~

~~safely accommodate additional installations at any location, or for the protection of existing communication facilities or other facilities public rights-of-way or to accommodate Town plans for public improvements or projects that the Town determines are in the public's interest or to the extent permitted by applicable law, afforded by Florida Law to regulate Facilities to ensure that they meet Town requirements for public accessibility, safety and sufficiency of spacing, to ensure compliance with State of Florida and local laws and ordinances. In determining whether to permit and reasonably limit, or impose conditions or prohibit a Facility to be placed or located within the Town's Public Rights-of-way, the Town Public Works Director shall consider the following standards and minimum requirements in his review and consideration of a Permit application and imposition of reasonable Permit conditions:~~

- ~~(1) Sufficiency of space to accommodate present and pending applications for use of the Town's Public Rights-of-way. The sufficiency of space to accommodate all of the present and pending applications to place Facilities and pending or planned applications to Place and Maintain Facilities in that area of the Town's Public Rights-of-way; and~~
  - ~~(2) Sufficiency of space to accommodate the Town's need for projected public improvements. The sufficiency of space to accommodate Town plans for public improvements or projects adopted as part of its community investment capital improvements plan that the Town determines in the best interest of the public; and~~
  - ~~(3) Impact on traffic and traffic safety. The impact on traffic and traffic safety; and~~
  - ~~(4) Impact on Existing Facilities. The impact upon existing Facilities in the Town's Public Rights-of-way; and~~
  - ~~(5) Distance separation from edge of pavement. No new Facility shall be constructed, operated or maintained in the Town's Public Rights-of-way in violation of the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, (Commonly known as the "Florida Green Book" and for the Minimum Width of Clear Zones. In accordance with The Florida Green Book, the Town Public Works Director shall have the authority to reduce the minimum offset where that offset cannot be reasonably obtained, and other alternatives are deemed impractical; and~~
  - ~~(6) Distance separation from sidewalk. No newly installed Facility shall be Placed or Maintained in the Town's Public Rights-of-way within one (1) foot of a sidewalk that is five (5) feet or less in width. Co-location on an Existing Structures is exempt from this requirement; and~~
  - ~~(7) Installation at outermost boundary of Town's Public Rights-of-way. Where a superior site design results from placement of a Facility at or near the outermost boundary of the Town's Public Right-of-way, the farthest distance practicable from the centerline thereof and edge of pavement is encouraged. To the extent that the location of the sidewalk within the Town's Public Right-of-way precludes achievement of a superior site design or otherwise precludes compliance with all other requirements of this Article, then the Town Public Works Director or Registrant may propose, and the Registrant may include in the Permit application a proposed re-routing of the sidewalk at its own expense, in order to achieve such superior site design or otherwise meet other requirement of this Article.~~
- ~~(e) *Undergrounding of facility.* All communications facilities and other facilities shall be placed and maintained so as not to interfere unreasonably with the use of the public rights-of-way by the public and so as not to cause unreasonable interference with the rights and convenience of property owners who adjoin any of the public rights-of-way. A Registrant or other user shall~~

endeavor, to the greatest extent possible, to place all ~~communications facilities or other facilities~~ Facilities underground. The Town may require the use of trenchless technology (i.e., directional bore method) for the installation of ~~communications facilities or other facilities~~ in the public rights-of-way as well as joint trenching ~~or the collocation of communications facilities or other facilities~~ Facilities in existing conduit. The registrant or user shall be solely liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the placement or maintenance of its ~~communications facility or other facility~~ Facility within the public rights-of-way. The appropriate Town official may issue such rules and regulations concerning the placement or maintenance of a facility in public rights-of-way as may be consistent with this article and other applicable Federal and State laws or regulations.

- (f) Notification of adjacent property owners. ~~Excluding emergencies, prior~~ Prior to the commencement of any work by the applicant pertaining to the placement and maintenance of ~~communications facilities or other facilities~~ Facilities within the public rights-of-way or other roads or property within the Town, the Town Manager or designee may require the applicant to issue notice of the work to property owners who adjoin such affected area (the "Notification Area"). The notification area may be expanded at the Town's discretion and notice shall be ~~effected~~ affected in a manner deemed appropriate by the Town Manager or designee.
- (g) ~~Safety.~~ All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of facilities.
- (gh) Repair of damages. A person placing or maintaining ~~facilities~~ Facilities in the public rights-of-way or other roads or property within the Town shall, at its own expense, restore the public rights-of-way, or any other adjacent property that has been damaged by work on the project, to at least its original condition before such work was initiated, subject to the Town's satisfaction upon inspection. Restoration shall include, among other things, the removal of all markings placed by users on the right-of-way, unless they are required to remain pursuant to State law. A registrant or user shall warrant restoration of the public rights-of-way or other roads or property within the Town for a period of 12 months after completion of such restoration. If the registrant or user fails to make such restoration within 30 calendar days after completion of construction, or such other time as may be required by the Town, the Town may, after written notice to the registrant or user, perform such restoration using Town employees, agents or contractors, and charge all costs of the restoration against the registrant or user in accordance with Florida Law and require reimbursement within 30 days after the submission of the bill by the Town to the registrant or user.
- (hi) Removal or relocation. Removal or relocation at the direction of the Town of a person's ~~facility~~ Facility in the public rights-of-way shall be governed by Florida Law
- (ij) Property right not created. A permit from the Town constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (jk) ~~Industry practice.~~ A registrant and user shall maintain its communications facility and other facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.
- (jl) Underground safety act. In connection with excavation in the public rights-of-way, a registrant and user shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in Section 556 of Florida Statutes.

- (~~km~~) Maintenance. A registrant and user shall place or maintain a ~~communications facility and other facility~~ Facility in public rights-of-way in compliance with all applicable standards as established by all local, State or Federal law and in conformance with the Town Code. A registrant and user shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.
- (~~ln~~) Coordination or work. In the interest of the public's health, safety and welfare, upon request of the Town, a registrant or user shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way or other roads or property within the Town. The Town may require a registrant or user to alter reasonably its placement or maintenance schedule for permitted work as necessary so as to minimize disruptions and disturbance in the public rights-of-way or other roads or property within the Town. The Town may provide a more definite time frame based on specific Town construction or maintenance schedules.
- (~~m~~) Existing facilities. A registrant or user shall not place or maintain its ~~communications facilities or other facilities~~ Facilities so as to interfere, displace, damage or destroy any facilities, including, but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the Town or any other person's ~~facilities~~ Facilities lawfully occupying the public rights-of-way or other roads or property within the Town. The Registrant or user shall report to the Town any damage to existing Facilities and notify the Facility owner.
- (~~np~~) Conditions of rights-of-way. The Town makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the facilities, and any performance of work or costs incurred by the registrant or user or provision of services shall be at registrant's or user's sole risk. Nothing in this article shall affect the Town's authority to add, vacate or abandon public rights-of-way and the Town makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for facilities.
- (~~oq~~) Inspections. The Town shall have the right to make such inspections of ~~communications facilities and other facilities~~ Facility placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. In the event the Town determines that a violation exists with respect to a registrant's or user's placement or maintenance of ~~communications facilities or other facilities~~ Facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the Town will provide the registrant or user no less than three days' written notice setting forth the violation and requesting correction. Nothing herein shall limit the authority of the Town Manager, building official or their designee from taking appropriate action to address an imminent and immediate health or safety hazard.
- (~~pr~~) Emergency. In an emergency, as determined by the Town Manager, building official, Public Works Director, or their designee, where the installation, use or maintenance of any ~~communications facility or other facility~~ Facility poses an imminent and immediate health or safety hazard to pedestrians or vehicles, the Town shall, where feasible, give telephonic notice to the owner of the ~~communications facility or other facility~~ Facility of the nature of the emergency and afford the owner the opportunity to remove or otherwise relocate the ~~facility~~ Facility. Where telephonic notice is not feasible or where the owner fails to address the emergency hazard, the Town Manager, building official or their designee may summarily and temporarily remove or relocate such ~~facility~~ Facility, but only to the extent necessary to avoid



the health or safety hazard at issue. Immediately following removal or relocation of any facility Facility under these emergency procedures, the Town shall provide the owner of the facility Facility with written notice of the action by certified mail, return receipt requested. If the Town removes such facility Facility, the owner of such facility shall have 30 days after receipt of such written notice by the Town to claim the facility Facility, or the Town may dispose of such facility Facility.

- (s) ~~Plans.~~ A permit application to place a new or replace an existing communications facility or other facility in the public rights of way shall include plans showing the location of the proposed installation of communications facilities or other facilities in the public rights of way. If the plans so provided require revision based upon actual installation, the registrant or user shall promptly provide revised plans, or "as-builts," upon completion of any installation or construction. The plans shall be in a digitized format showing the two-dimensional location of the communications facilities or other facilities based on the Town's Geographical Database, or other format acceptable to the Town. Upon the Town's request, a registrant or user shall submit such as-builts in the format acceptable to the Town, showing the location of its facilities in the public rights of way. The registrant or user shall provide such plans at no cost to the Town. The Town shall maintain the confidentiality of such plans and any other information provided in accordance with Section 202.195 of Florida Statutes.
- (t) ~~Town Rights.~~ The Town reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the Town in public rights of way occupied by the registrant or the user. A registrant or user shall allow Town communication facilities or other facilities to be collocated within Town's public rights of way through the use of a joint trench during the registrant's or user's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between the registrant or user and the Town and may be subjected to other Town rights of way requirements. The Town further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation or width of the public rights of way within the limits of the Town and within said limits as same may from time to time be altered.

### ~~35-30. Suspension of permits.~~

- (a) ~~Subject to this section and to providing reasonable notice and an opportunity to cure, the Town may suspend a permit issued to any registrant or user or may deny an application for a subsequent permit made by a registrant or user for work in the public rights of way or other roads or property within the Town for one or more of the following reasons:~~
- ~~(1) Failure to satisfy permit conditions, or conditions set forth in this article or other applicable Town ordinances, codes or regulations governing placement or maintenance of communications facilities or other facilities in public rights of way or other roads or property within the Town, including without limitation, failure to take reasonable safety precautions to alert the public of work at the work site, or to restore any public rights of way or adjacent property;~~
  - ~~(2) Misrepresentation or fraud by the registrant in a registration or by a registrant or user in a permit application;~~
  - ~~(3) Failure to properly renew, a registration;~~
  - ~~(4) Ineffectiveness of a registration; or~~

~~(5) Failure to relocate or to remove facilities as may be lawfully required by the Town.~~

~~(b) After the suspension or denial of a permit pursuant to this section, the Town shall provide written notice of the reason to the registrant or user.~~

~~35-31. Appeals.~~

~~(a) Final written decisions of the Town Manager or designee suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the Town Manager within 30 days of the date of the final written decision to be appealed. Any appeal not timely filed as set forth in this section shall be waived. The Town Council shall hear or shall appoint a Hearing Officer to consider the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant or user, and a written decision shall be rendered within 30 days of the hearing. Upon correction of any grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted.~~

~~(b) Nothing in this section shall affect or limit the remedies the Town has available under applicable law.~~

~~35-32. Conditional use of public rights of way.~~

~~(a) In the event a registrant desires to use its existing communications facilities or to construct new communications facilities for the purpose of providing other utility or nonutility services to existing or potential consumers or resellers, for providing any other services other than the provision of communications services or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the Town for such activities as may be required by applicable law.~~

~~(b) To the extent that any person or registrant leases or otherwise uses the communications facilities or other facilities of a person that is duly registered or otherwise authorized to place or to maintain facilities in the public rights of way of the Town, such person or registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the Town's rights, including requiring the removal of such communications facilities or other facilities from the public rights of way of the Town, regardless of the effect on a registrant's ability to place or maintain its own communications facilities in public rights of way of the Town.~~

~~35-33. Termination of registration.~~

~~(a) The involuntary termination of a previously effective registration may only be accomplished by an action of the Town Manager and such action may be appealed to the Town Council. The Town may declare the registration terminated and revoke and cancel all privileges granted under that registration if:~~

~~(1) A Federal or Florida authority suspends, denies or revokes a registrant's certification or license to provide communications service;~~

~~(2) The registrant's placement and maintenance of the public rights of way or other roads or property within the Town presents an extraordinary danger to the general public or other users of the public rights of way; or~~

~~(3) The registrant abandons all of its communications facilities in public rights of way.~~

~~(b) Prior to such termination for any of the reasons set forth in this section, the Town Manager or his designee shall notify the registrant in writing, setting forth the matters pertinent to such reasons and describing the proposed action of the Town with respect thereto. The registrant~~

~~shall have 60 days after receipt of such notice within which to cure the violation, or within which to present a plan, satisfactory to the Town Council, to accomplish the same.~~

- ~~(c) In the event of a vote by the Town Council to terminate the registration, the registrant shall, within 30 days following such termination, provide an acceptable plan for transferring ownership of the communications facilities to another person in accordance with this article or shall remove or abandon the communications facilities and take such steps as are necessary to render every portion of the communications facilities remaining in the public rights-of-way safe. If the registrant has either abandoned its communications facilities or chooses to abandon its communications facilities, the Town may:~~
- ~~(1) Require the registrant or the registrant's bonding company to remove some or all of the communications facilities from the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal;~~
  - ~~(2) Require that some or all of the communications facilities be removed and the public rights-of-way restored to their original condition at the registrant's expense, using Town employees, agents or contractors, and charge any and all costs to the registrant and require reimbursement; or~~
  - ~~(3) Utilize or allow other persons to utilize the registrant's abandoned communications facilities.~~
- ~~(d) The obligations of the registrant hereunder shall survive the termination of a registration. In the event of a declaration of termination of registration, this provision does not permit the Town to cause the removal of any communications facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing Federal or State agency, where required, and is properly registered with the Town, for such certificated service, where required.~~

~~35-34. Transfer or control, sale or assignment of assets:~~

- ~~(a) If a registrant transfers, sells or assigns its registration or its communications facilities in the public rights-of-way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided to the Town within 20 days of the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided herein within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Town that the transferee, buyer or assignee is the new applicant.~~
- ~~(b) Any mortgage, pledge, lease or other encumbrance on the communications facilities shall be subject and subordinate to the rights of the Town under this article and applicable law.~~

~~35-35. Insurance:~~

- ~~(a) *Required.* Registrant shall provide, pay for and maintain satisfactory to the Town the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating in Best's Insurance Guide of A or better, or having a rating acceptable to the Town. All liability policies shall provide that the Town is an additional insured in the endorsement. The required coverages must be evidenced by properly executed Certificates of Insurance forms. The Certificates must be signed by the~~

~~authorized representative of the insurance company and shall be filed and maintained with the Town annually. Thirty days' advance written notice by registered or certified mail must be given to the Town of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self insurance or other types of insurance acceptable to the Town. In addition to the Certificate of Insurance, the registrant shall provide a copy of the insurance policy, if requested by the Town.~~

- ~~(b) *Limits.* The limits of coverage of insurance required shall be not less than the following:~~
- ~~(1) Worker's Compensation and Employer's Liability Employer's Liability—\$500,000.00 limit each accident, \$500,000.00 limit per each employee;~~
  - ~~(2) Comprehensive General Liability Bodily Injury and Property Damage—\$3,000,000.00 combined single limit each occurrence. Said coverage shall not exclude Contractual Liability, Products/Completed Operations, Independent or Contractors;~~
  - ~~(3) Automobile Liability, Bodily Injury and Property Damage—\$3,000,000.00 combined single limit each accident.~~
- ~~(c) *Umbrella or Excess Liability.* Registrant may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability or Employer's Liability. The Town shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow Form" basis.~~
- ~~(d) *Self insurance.* The registrant may satisfy the insurance requirements and conditions of this section under a self insurance plan and/or retention if approved in advance by the Town in its sole discretion.~~
- ~~(e) *Right to review.* The Town reserves the right to review, modify, reject or accept any required policies of insurance or self insurance, including limits, coverages or endorsements, herein from time to time throughout the life of this section. The Town reserves the right, but not the obligation, to review and reject any insurer or self insurer providing coverage because of its poor financial condition or failure to operate legally.~~
- ~~(f) *Town maintains certain rights.* This section shall not be construed to affect in any way the Town's rights, privileges and immunities as set forth in F.S. § 768.28. Insurance under this section shall run continuously with the presence of the registrant's communications facilities in the public rights of way and any termination or lapse of such insurance shall be a violation of this section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the Town may, in its sole discretion, require increased or decreased levels of insurance for any other object placed in the public rights of way by way of individual agreements.~~

### ~~35-36. Indemnification.~~

~~A registrant shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, members, agents and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the Town arising out of the placement or maintenance of its communications facilities in public rights of way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this article; provided, however, that a registrant's obligation hereunder shall not extend to any damages caused solely by the gross negligence or wanton or willful acts of the Town. This provision includes, but is not limited to, the Town's reasonable attorneys' fees incurred in~~

~~defending against any such claim, suit or proceedings. The Town agrees to notify the registrant, in writing, within a reasonable time of the Town receiving notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the Town from participating in the defense of any litigation by its own counsel and at its own cost if in the Town's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted:~~

- ~~(1) As denying to either party any remedy or defense available to such party under the laws of the State of Florida;~~
- ~~(2) As consent by the Town to be sued; or~~
- ~~(3) As a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.28.~~

35-367. - Construction bond~~Expanded Security Fund.~~

- (a) Bond required. Where applicable and for projects that exceed the amount provided as part of the Security Fund, ~~prior~~ Prior to performing any permitted work in the public rights-of-way, the registrant shall establish in the Town's favor a ~~construction bond~~ or letter of credit, to secure the restoration of the public rights-of-way and to ensure the registrant's faithful performance of the construction or other work in the public rights-of-way. Notwithstanding the foregoing, a construction bond hereunder shall only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided herein.
- (b) Failure to compete work. In the event a registrant subject to such a construction bond fails to complete the work in accordance with the provisions of the permit and this ~~article~~ Article, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.
- (c) Release. No less than 12 months after completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant may request the Town to remove the requirement to continue the construction bond, and the Town shall release the bond within 30 days of the date of final approval of said request. Notwithstanding, the Town may require a new bond for any subsequent work performed in the public rights-of-way.
- (d) Bond Rating. The construction bond shall be issued by a surety having a minimum rating of A-1 in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the Town Attorney; and shall provide that:  
"Unless released by the Town, this bond may not be canceled, or allowed to lapse, until 60 days after receipt by the Town, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."
- (e) Rights reserved. The rights reserved by the Town with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the Town may have under this section, or at law or in equity, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the Town may have.

~~35-38. - Security Fund.~~

~~At the time of registration and as a condition of receiving its first permit to place or to maintain a communications facility in public rights-of-way after the effective date of the ordinance from which this article is derived, the registrant shall be required to file with the Town a security fund~~

~~in the form of an annual bond or cash deposit in the sum of \$50,000.00. If the registrant files a bond, it shall have as a surety a company that is qualified to do business in the State of Florida, that has a minimum rating of AAA in Best's Key Rating Guide, Property/Casualty Edition and shall be subject to the approval of the Town Attorney. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon the registrant by the provisions of this article. The bond or other guarantee shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund.~~

#### DIVISION 4 Enforcement and Appeals

##### 35-379. - Enforcement remedies of Permit Obligations; Suspension and Revocation of Permits.

- (a) Unless otherwise exempted from State Law, a ~~A~~ violation of this article or any resolution adopted pursuant to this article may be enforced pursuant to Section 8-10 and by issuance of a uniform civil violation notice, citation, summons, or notice to appear in county court, or by filing an action in civil court for injunctive relief. ~~This article-~~ Article is supplemental and nothing contained herein shall prohibit the Town from enforcing this ~~article-~~ Article by any other lawful means.
- (b) Failure of the Town to enforce any requirements of this article shall not constitute a waiver of the Town's right to enforce the article with respect to that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.
- (c) The Town Manager or his designee is authorized to give any notice required by law.
- (d) The Town Public Works Director may order the suspension of placement and maintenance work under a permit and ultimately may revoke any Permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any applicable statute, ordinance, rule or regulation or any condition of the permit. The types of substantial breach by Permittee may include, but are not limited to:
- (1) The violation of any material provision of the Permit;
  - (2) An evasion or attempt to evade any material provision of the Permit or the perpetration or attempt to perpetrate any fraud or deceit upon the Town or its citizens;
  - (3) Any material misrepresentation of fact in the process of Permittee's request for a Permit or Registration;
  - (4) The failure to maintain the required performance bond or insurance;
  - (5) The failure to properly restore the Town's Public Rights-of-way;
  - (6) The failure to correct within the specified time an order issued by the Town Engineer;
  - (7) The failure to Register, Re-Register, or provide notice of any transfer in accordance with this Article;
  - (8) The failure to relocate or remove Facilities pursuant to this Article and Sections 337.402, 337.403 and 337.404, Florida Statutes (2016) as same may be amended from time to time.
  - (9) The failure to report to the Town and Facility owner any damages caused to a facility during the execution of the work.

- (e) If the Town Public Works Director determines that the Permittee has committed a substantial breach of a term or condition of the Permit, the Town Public Works Director shall make a written demand upon the Permittee to remedy such violation. The demand shall state that the continued violation(s) may be cause for revocation of the Permit. Further, a substantial breach as stated above will allow the Town Public Works Director, at his or her discretion, to place additional or revised conditions on the Permit.
- (f) Within thirty (30) calendar days of receiving notification of the breach, the Permittee shall contact the Town Public Works Director with a plan, acceptable to the Town Public Works Director, for its correction. The Town shall provide additional time as reasonably necessary for a Permittee to establish a plan acceptable to the Town Public Works Director taking into account the nature and scope of the alleged breach. The Permittee's failure to so contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or the Permittee's failure to reasonably implement the approved plan, shall be cause for revocation of the Permit. Further, the Permittee's failure to contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or Permittee's failure to implement the approved plan, shall be cause for the Permittee to be placed on probation for one full year.
- (g) The Town Public Works Director may establish a list of conditions for any Permit which, if breached, will be cause for the Permittee to be placed on probation for one full year, such as, but not limited to, working out of the allotted time period or working on a Town Public Right-of-way significantly outside the scope of the Permit. These conditions shall be stated on the Permit.
- (h) If a Permittee, while on probation, commits a breach as outlined above, the Permittee's Permit may be revoked, and the Permittee may not be allowed to obtain further Permits for one full year, except for emergency repairs and service requirements as mandated by State or federal regulations.
- (i) If a Permit is revoked, the Permittee shall reimburse the Town for the Town's reasonable costs, including restoration costs and the cost of collection and reasonable attorneys' fees incurred in connection with such revocation.
- (j) The Town Public Works Director may cause an immediate stop work order where the Permittee's construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.

### 35-38 - Appeals.

- (a) Final written decisions of the Town Manager or designee suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the Town Manager within 30 days of the date of the final written decision to be appealed. Any appeal not timely filed as set forth in this section shall be waived. The Town Council shall hear consider the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant or user, and a written decision shall be rendered within 30 days of the hearing.
- (b) The Town Council shall conduct a de novo hearing on the record and shall determine if:
  - (1) There was a departure from the essential requirements of the law in the proceedings appealed; or
  - (2) Competent, substantial evidence does not exist to support the decision.
- (c) If the Town Council determines that there was not a departure from the essential requirements of the law or that competent substantial evidence exists to support the decision of the Town

Manager, then the decision of the Town Manager shall be upheld, otherwise it shall be overturned.

- (d) Appeal from a final decision by the Town Council shall be to the Circuit Court by filing a petition for writ of certiorari within thirty (30) days of the decision, pursuant to court rules. Any such appeal is voluntary, and in the absence of taking such appeal, the decision of the Town Council shall be deemed to be final. If an appeal is taken, however, the decision of the Town Council is no longer deemed to be final but instead is tolled pending the appeal
- (e) Nothing in this section shall affect or limit the remedies the Town has available under applicable law.

35-3940. - Reports and records.

- (a) A registrant shall provide the following documents to the Town as received or filed:
- (1) Any pleadings, petitions, notices and documents which may directly impact the obligations under this article and which are reasonably necessary for the Town to protect its interests under this article; and
  - (2) Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.
- (b) Nothing in this subsection shall affect the remedies a registrant has available under applicable law.
- (c) The Town shall keep any documentation, books and records of the registrant confidential to the extent required by Florida Statutes.

DIVISION 5 Abandonment of a Facility and Reservation of Rights

35-404. - Abandonment of a Facility ~~communications or other facility~~.

- (a) Upon determination by a registrant that one or more of its Facilities in a Town Public Right-of-way is to be abandoned, the Registrant shall notify the Town no later than 90 days from such determination, or no later than 30 days following such abandonment, whichever is sooner. Upon abandonment of a communications facility owned by a registrant in the public rights-of-way, the registrant shall notify the Town of such abandonment within 90 days.
- (b) The Town may direct the registrant by written notice to remove all or any portion of such abandoned ~~communications facility~~ Facility at the registrant's sole expense if the Town determines that the abandoned ~~communications facility's~~ Facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such ~~communications facility~~ Facility:
- (1) Compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way;
  - (2) Prevents another person from locating ~~facilities~~ Facilities in the area of public rights-of-way where the abandoned ~~communications facility~~ Facility is located when other alternative locations are not reasonably available; or
  - (3) Creates a maintenance condition that is disruptive to the use of any public rights-of-way.
- In the event of Subsection (b)(2) of this section, the Town may require the third person to coordinate with the registrant that owns the existing ~~communications facility~~ Facility for joint removal and placement, where agreed to by the registrant.
- (c) In the event that the Town does not direct the removal of the abandoned ~~communications facility~~ Facility, the registrant, by its notice of abandonment to the Town, shall be deemed to



consent to the alteration or removal of all or any portion of the ~~communications facility~~ Facility by the Town or another person at such third party's cost.

- (d) If the registrant fails to remove all or any portion of an abandoned ~~communications facility~~ Facility as directed by the Town within a reasonable time period as may be required by the Town under the circumstances, the Town may perform such removal and charge the cost of the removal against the registrant.
- (e) In the event the Abandoned Facility is subject to a pole attachment agreement, then the obligation to remove the Abandoned Facility shall be in compliance with the federal Pole Attachment Act (47 USC Section 224), as same may be amended from time to time.

~~35-42. Force majeure.~~

~~In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such owner uses all practicable means to expeditiously cure or correct any such inability to comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of a registrant's directors, officers, employees, contractors or agents.~~

~~35-4143. -~~ Reservation of rights.

- (a) The Town reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.
- (b) This article shall be applicable to all ~~communications facilities~~ Facility placed in the public rights-of-way on or after the effective date of the ordinance from which this article is derived and shall apply to all existing ~~communications facilities~~ Facilities placed in the public rights-of-way prior to the effective date of the ordinance from which this article is derived, to the full extent permitted by State and Federal law.

Sec. 35-42. No liability or warranty.

Nothing contained in this Article shall be construed to make or hold the Town responsible or liable for any damage to persons or any property whatsoever, from any cause whatsoever, arising from the use, operation or condition of the Registrant's Facilities by reason of any inspection or re-inspection authorized herein or failure to inspect or re-inspect. Nor shall the issuance of any Permit or the approval or disapproval of any Placement or Maintenance of the Registrant's Facilities as authorized herein constitute any representation, guarantee or warranty of any kind by, or create any liability upon the Town or any official, agent or employee thereof. Additionally, the Town shall not be responsible for any relocation costs incurred by any Registrant due to the Town's or any other Person's work in the Town's Public Rights-of-way.

ARTICLE III. COMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-WAY

DIVISION 1. Generally.

Sec. 35-43 Intent and Purpose.

It is the intent of the Town of Miami Lakes to promote the public health, safety and general welfare by: providing regulations governing the placement or maintenance of Communication Facilities in the Town's Public Rights-of-way; adopting and administering reasonable rules and regulations not inconsistent with State and Federal law, and Orders issued by the FCC, as each may be amended from time to time; establishing reasonable rules and regulations necessary to manage the placement or maintenance of Communication Facilities in the Town's Public Rights-of-way by all Communications Service Providers; minimizing disruption to the Town's Public Rights-of-way; promoting and encouraging Colocation of Telecommunication Facilities on existing, modified or replacement structures within the Town's Public Rights-of-way as a primary option generally preferred over the construction of new Communication Facilities that will either eliminate or reduce the need for the erection of new Communication Facilities; avoiding potential damage to the Town's Public Rights-of-way caused by Communication Facilities by ensuring that such Communication Facilities are soundly and carefully designed, constructed, modified and maintained; establishing reasonable rules and regulations necessary to manage the placement or maintenance of Communications Facilities in the Town's Public Rights-of-way by Communication Service Providers, Communications Facilities Providers, or Pass-Through Providers; and minimizing disruption to the Town's Public Rights-of-way. In regulating its Public Rights-of-way, the Town shall be governed by and shall comply with all applicable Federal and State Laws.

Persons seeking to place or maintain Communication Facilities in the Town's Public Rights-of-way shall comply with the provisions of this Article. Persons seeking to place or maintain Communication Facilities on private real- property or other real- property to which the Town, Miami-Dade County, the School District of Miami-Dade County, the South Florida Water Management District, the State of Florida or the Federal Government own a fee simple or leasehold interest in real property, located within the municipal boundaries of the Town shall comply with the provisions of the Chapter 13, Land Development Code (LDC), to the extent it applies.

35-44. - Definitions.

For purposes of this article the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words not otherwise defined in this section or in any permit that may be granted pursuant to this article shall be given the meaning set forth in the Communications Act of 1934, 47 USC 151 et seq., as amended, and any Orders issued by the FCC (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida Statutes, specifically definitions as found in section 337 of Florida Statutes; and, if not defined by Florida Statutes, shall be construed to mean the common and ordinary meaning or other applicable local, State , or Federal Law.

*Abandonment, or Abandoned* means 90 or more consecutive days with the absence of any active Communication Service Provider on a Communications Facility. An Abandoned Communication Facility shall be removed or cured as required by this Article. This term shall not

include cessation of all use of a Communication Facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the Communications Facility. If the Communication Facility is attached to an Existing Structure that has an independent function, such as a light pole, intersection signal, pedestrian signal, utility pole or the like, said Abandonment of the Communication Facility requires removal of the Communication Facility only and does not require the removal of the Existing Structure. The term shall also exclude the temporary cessation of the provision of Communication Services where the Provider intends to re-establish the provision of Communication Services in the future. For example, cable drops to homes that are deactivated based on competitive alternatives, but are maintained for when the customer re-activates service shall not be Abandonment of a Communication Facility. The temporary cessation with intent to re-activate must be documented to the satisfaction of the Town Public Works Director. Any Communication Facility that is not registered by a Communication Facility Provider, shall be considered Abandoned. This definition does not apply to application(s) for Communication Facilities which have not yet been installed, erected, or operationalized, as defined and controlled by Florida Statutes.

*Applicable Codes* means uniform building, fire electrical, plumbing, or mechanical codes adopted a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes ordinances adopted to implement this Article. The term includes objective design standards provided in this Article that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground mounted equipment. The term includes objective design standards provided in this Article that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived upon a showing that the design standards are not reasonably combative for the particular location of the small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within 45 days after the date of the request.

*Communications Facility Pole* means a pole-like structure either designed primarily as a Communications Facility or used as a Communications Facility. A Utility Pole is not a Communications Facility Pole for purposes of the Article. This term does not include infrastructure owned by an Electric Utility that is not use for Communication Services.

*Communications Facility or Communications System* means any permanent or temporary plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, Antennas, wireless facilities, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the Town and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer Communication Services. Pursuant to F.S. § 337.401, Communication Facility for purposes of this article shall not include communications facilities owned, operated or used by electric utilities or regional transmission organizations exclusively for internal communications purposes.

*Communications Services* means the transmission, conveyance or routing of voice, data, audio, video or any other information or signals, including Video Services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyances in accordance with Section 202.11, Florida Statutes as same may be amended from time to time. The term includes such transmission, conveyance, or routing in which

computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to a voice-over-internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. For the purpose of this article, cable service, as defined in F.S. § 202.11(2), is not included in this definition and cable service providers or providers of service via an open video system may be subject to other ordinances of the Town and shall require separate authorization from the Town.

Communications Services Tax means the local communications services tax authorized to be levied and collected by counties and municipalities upon chargers for Communications Services, pursuant to Section 202.20, Florida Statutes as same may be amended from time to time.

Electric Utility means any municipal electric utility, investor-owned electric utility, or rural electric cooperative which owns, maintains, or operates an electric generation, transmission, or distribution system as defined in F.S. 366.02, as amended.

Emergency means situations of a serious nature, developing suddenly and unexpectedly, and demanding immediate action that will affect public safety, disruption of utility service, or damage to the Rights-of-Way, and conditions that affects the public's health, safety or welfare.

Facility or Facilities means any tangible thing located in any Public Rights-of-way used to deliver Communications Services

FCC means the Federal Communications Commission.

Florida Building Code means the Florida Building Code promulgated under Chapter 553, Florida Statutes and includes the Miami-Dade County Amendments thereto as both may be amended from time to time.

In Public Rights-of-Way or In the Public Rights-of-Way means over, above, in, on or under the Public Rights-of-way within the Town over which the Town has jurisdiction, control and authority to regulate. The term also includes those Rights-of-way over which the County or State has jurisdiction and authority under the Florida Transportation Code, Chapter 334, Florida Statutes, as same may be amended from time to time, but where the County or State or both have delegated to the Town the authority to regulate the registration, permitting, placement, installation and maintenance of Communications Facilities in accordance with Chapter 35 of the Town Code of Ordinances.

LDC means the, Chapter 13 of the Town of Miami Lakes Code of Ordinances, titled "Land Development Code.

Order, as used in the definition of "Wireless Service Provider," shall mean as amended from time to time Order's promulgated by the FCC.

Micro Wireless Facility is a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, 12 inches in height, and an exterior antenna, if any, no longer than 11 inches.

Pass-Through Provider means any Person who places or maintains a Communications Facility in the Town's Public Rights-of-way that levies a tax pursuant to chapter 202 of Florida Statutes, as may be amended from time to time, and who does not remit taxes imposed by the Town pursuant to Chapter 202, Florida Statutes as same may be amended from time to time.

Permit means the Public Right-of-way permit that must be obtained before a Person may construct in the Public Right-of-way and shall include, but not be limited to Town Right-of-Way engineering and construction permits issued by the Town Public Works Director.

Person means any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative and all other groups or combinations, but shall not include the Town to the extent permitted by applicable law.

Pole Attachment means any attachment of a Communications Facility by a provider of Communication Services to an existing structure within a Public Right-of-way.

Public Rights-of-Way means a public right-of-way, public utility easement, highway, street, bridge, tunnel, pier, waterway, dock, wharf, court, lane, path or alley or any other property for which the Town has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface to the extent the Town holds a property interest therein. Public Rights-of-Way shall not include:

- (1) Private property;
- (2) Any real or personal Town property except as described above; or
- (3) Town buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the Public Rights-of-Way.

Registrant or Facility Owner means a communications services provider or other person that has registered with the Town in accordance with the provisions of this article.

Registration and Register means the process described in this article whereby a Communication Services Provider, Communication Facility Provider, Pass-Through Provider provides certain information to the Town by which it is determined whether the Person will be authorized to obtain Permits to place or maintain Facilities within the Town's Public Rights-of-Way.

Small Wireless Facility means a Wireless Facility that meets the following qualifications:

- (1) Each Antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume, or in the case of Antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- (2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or support structures.

Stealth Design means a method of camouflaging any tower, antenna or other Communications Facility, including, but not limited to, supporting electrical or mechanical equipment, which is designed to enhance compatibility with adjacent land uses and be as visually unobtrusive as possible. Stealth Design may include a Repurposed Structure or a Wrap.

Town means the Town of Miami Lakes, Florida, an incorporated municipality of the State of Florida, in its present form or in any later reorganized, consolidated or enlarged form.

Utility Pole means a pole or similar structure that is used in whole or in part to provide for Communication Facility, electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not

include a pole or similar structure 15 feet in height or less unless the authority grants a waiver for such pole.

*Wireless Facility* means equipment at a fixed location which enable wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with the wireless communication. The term includes small wireless facilities. The term does not include:

- (1) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (2) Wireline backhaul facilities; or
- (3) Coaxial or fiber-optic cable that is between wireless structure or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

*Wireless infrastructure provider* means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

## DIVISION 2. Registration.

### 35-45. - Registration for placing or maintaining Communications Facilities in Public Rights-of-Way.

- (a) *Registration.* A Communications Service Provider, Communication Facility Provider, or Pass-Through Provider that desires to place or maintain a Communications Facility in public rights-of-way in the Town shall first register with the Town in accordance with this Division. Subject to the terms and conditions prescribed in this Division, a registrant may place or maintain a Communications Facility in public Rights-of-Way. A Communications Services Provider, Communication Facility Provider, or Pass-Through Provider with an existing Facility in the public rights-of-way of the Town as of the effective date of the ordinance from which this Division is derived has 120 days from the effective date of the ordinance from which this Division is derived to comply with the terms of this Division, including, but not limited to, registration, or shall be in violation thereof.
- (b) *No property right arises from Registration.* A registration shall not convey any title, equitable or legal, in the public rights-of-way. Registration under this article governs only the placement or maintenance of Communication Facilities in Public Rights-of-Way. Registration does not excuse a Communications Services Provider, Communication Facility Provider, or Pass-Through Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on the Town's or another person's Facilities. Registration does not excuse a Communications Services Provider, Communication Facility Provider, or Pass-Through Provider from complying with all applicable law, including Town ordinances, codes or regulations, including this article, Federal or State laws, Regulations or Orders.
- (c) *Registration is non-exclusive.* Registration does not in and of itself establish a right to place or maintain, or establish priority for the Placement or Maintenance of a Communications Facility in the Town's Public Rights-of-way, but shall establish for the Registrant a right to apply for a Permit, if permitting is required by the Town. Registrations are expressly subject

to any further amendment to or replacement of this Article and further subject to any additional Town ordinances or regulations, as well as any State or federal laws that may be enacted.

(de) *Content of Registration.* Each Communications Services Provider, Communication Facility Provider, or Pass-Through Provider that desires to place or maintain a Communications Facility in Public Rights-of-Way in the Town shall, annually, file an original registration along with two complete copies with the Town that shall include the following information:

(1) Name of the applicant;

(2) Name, address, telephone number, e-mail address and mobile phone number of the applicant's primary contact person in connection with the registration. Additionally, the applicant shall provide emergency contact information. The primary contact person shall be able to provide information regarding the registrant's Communications Facilities in the public rights-of-way, and shall be able to accept and coordinate any damage claims. The registrant shall also provide a secondary contact person enabling the Town to contact appropriate registrant's personnel in emergency situations, including, but not limited to, when registrant's construction or equipment has caused damage to other property. The registrant shall also provide the Town with a current telephone number for the secondary contact person which shall be available and monitored 24 hours per day, every day, by the registrant, to be utilized by the Town in case of an emergency. Such information shall be updated as necessary by the registrant to provide the Town with current and accurate information;

(3) Evidence of the insurance coverage required under this article and acknowledgment that the registrant has received and reviewed a copy of this article;

(4) A copy of Federal or State certification authorizing the applicant to provide Communications Services, if any;

(5) If the applicant is a corporation and does not submit a State certification pursuant to Subsection (c)(4) of this section, proof of authority to do business in the State of Florida.

(e) *Review and reporting.* The Town Manager or designee shall review the information submitted by the Applicant. If the Applicant submits information in accordance with Subsection (d) of this section, the Registration shall be effective, and the Town shall notify the applicant of the effectiveness of Registration by electronic mail. The Applicant may not apply for a permit to place or maintain Communication Facilities in the Public Rights-of-Way under this Article unless and until it has been notified that its application is complete and effective. If the Town determines that the information has not been submitted in accordance with Subsection (c) of this section, the Town shall notify the applicant by electronic mail of the non-effectiveness of registration and reasons for the non-effectiveness. The Town shall so notify an Applicant within 30 days after receipt of registration information from the Applicant.

(f) *Cancellation.* A registrant may cancel a registration upon written notice to the Town that the registrant will no longer place or maintain any Communications Facilities in public rights-of-way and will no longer need to obtain permits to perform work in the public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain a Communication Facility in public rights-of-way.

(g) *Annual Renewal.* A Registrant shall update its registration with the Town by April 1 of each year in accordance with the registration requirements in this Article and shall include Annual payment at the time of registration. Within 30 days of any change in the information required to be submitted pursuant to Subsection of this section, a Registrant shall provide updated

information to the Town. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may, at the Town's discretion, result in the Town restricting the issuance of additional permits until the Registrant has complied with the registration requirements of this Article. Failure to renew registration shall mean all facilities identified in prior registrations and all facilities not registered, shall be subject to subject to the procedures set forth in Section 35-49.

- (h) *Failure to Register:* A Registrant shall bear the responsibility to maintain his registration updated with the Town at all times. A Registrant's failure to Register, or renew Registration may result in the suspension of any open Permits and Civil Penalties subject to the procedures set forth in Section 35-49.

Sec. 35-46. Insurance.

- (a) *General.* A Registrant shall provide, pay for and maintain satisfactory to the Town the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having an A.M. Best A-VII or better rating. All liability policies shall provide that the Town is an additional insured as to the activities under this Article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the Town annually. Thirty (30) days advance written notice by registered, certified or regular mail or facsimile as determined by the Town must be given to the Town's Risk Manager of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the Town.
- (b) *Insurance Coverage and Limits of Insurance Coverage.* The insurance coverage and limits of coverage of insurance required shall be not less than the following:
- (1) *Worker's compensation and employer's liability insurance.* Requirements as spelled out in Florida Chapter 440.
  - (2) *Comprehensive general liability.* Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits of no less than one million dollars (\$1,000,000) per occurrence, combined single limit and two million dollars (\$2,000,000) in the aggregate.
  - (3) *Commercial Automobile liability.* Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this Article XII for limits of no less than one million dollars (\$1,000,000) per occurrence combined single limit each accident.
  - (4) *Commercial excess or umbrella liability.* Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.
- (c) *Proof of Insurance.* Upon the effective date of the Registration, the Registrant shall submit to the Town proof that it has obtained the insurance required under this Article, including a certificate of insurance signed by the insurance agent.
- (d) *Duration.* The coverage provided herein shall be for a period not less than the period for which the indemnification obligations under this Article hereof are imposed.



- (e) Abandonment. Failure to maintain required insurance coverage shall be deemed an deemed a violation of this Article and be subject to Code Enforcement proceedings including any applicable fines or liens as permitted therein.. Enforcement of all of the Communications Facilities of the Registrant is subject to the procedures set forth in Section 35-49.

35-47. Indemnification.

- (a) Liability. By reason of the acceptance of a Registration under this Article or the grant of a Permit under this Article, the Town does not assume any liability:

(1) For injuries to persons, damage to property, or loss of service claims by parties other than the Registrant or the Town;

(2) For claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of Facilities by Registrants or activities of Registrants.

- (b) Hold harmless. By registering with the Town, a Registrant agrees, or by applying for and accepting a Permit under this Article, a Permittee is required, to defend, indemnify, and hold the Town whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its Communications Facilities, whether any act or omission complained of is authorized, allowed, or prohibited by a Permit, inspection of plans or work by the Town. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Registrant or to the Town; and the Registrant, in defending any action on behalf of the Town, shall be entitled to assert in any action every defense or immunity that the Town could assert in its own behalf. The provisions of this Section include, but are not limited to, the Town's reasonable attorneys' fees incurred in defending against any such claim, suit or proceeding(s).

- (c) Notification of issues. The Town agrees to notify the Registrant, in writing, within a reasonable time of the Town receiving notice, of any issue it determines may require indemnification.

- (d) Limitations. This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the registrant under workers' compensation, disability or other employee benefit acts, or the acceptance of insurance certificates required under this article, or the terms, applicability or limitations of any insurance held by the Registrant.

- (e) Investigation by registrant. The Registrant shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and shall bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Town, the Registrant shall assume and defend not only itself but also the Town in connection with any such claims and any such defenses shall be at no cost or expense whatsoever to the Town, provided, however, that a registrant's obligation hereunder shall not extend to any damages caused solely by the negligence, gross negligence or wanton or willful acts of the Town, its employees, agents, contractors, subcontractors or invitees. The Town (exercisable by the Town Attorney), shall retain the right to select counsel of its own choosing.

- (f) Waiver rights. The Town does not and shall not waive any rights against the Registrant which it may have by reason of this indemnification, or because of the acceptance by, or the Registrant's deposit with the Town of any of the insurance policies required by this Article for Registration.

- (g) Damages. This indemnification by the Registrant shall apply to all damages and claims for damages of any kind suffered, excepting any damages caused by the negligence, gross negligence or intentional acts of the Town, its employees, agents or contractors regardless of

whether such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(h) *Defense and immunity.* Nothing contained in this Section shall be construed or interpreted:

(1) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; or

(2) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes as same may be amended from time to time.

(i) *Term.* The indemnification requirements under this Section and this Article shall survive and be in full force and effect for a period of five (5) years after the termination or cancellation of a Registration, or until all of the equipment is removed from the Town's Rights-of-Way.

35-48. - *Force majeure.* In the event a Registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the Registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such owner uses all practicable means to expeditiously cure or correct any such inability to comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of a registrant's directors, officers, employees, contractors or agents.

35-49. - Termination of registration.

(a) *Involuntary Termination.* The involuntary termination of a previously effective registration may only be accomplished by an action of the Town Manager and such action may be appealed to the Town Council. The Town may declare the registration terminated and revoke and cancel all privileges granted under that registration if:

(1) A Federal or Florida authority suspends, denies or revokes a registrant's certification or license to provide Communications Service;

(2) The Registrant's placement and maintenance of the Public Rights-of-Way or other roads or property within the Town presents an extraordinary danger to the general public or other users of the public rights-of-way; or

(3) The registrant voluntarily abandons all of its Communications Facilities in Public Rights-of-Way.

(4) The registrant fails to update their information with the Town as set forth in this Ordinance.

(b) *Notification.* Prior to such termination for any of the reasons set forth in this section, the Town Manager or his designee shall notify the registrant in writing, setting forth the matters pertinent to such reasons and describing the proposed action of the Town with respect thereto. The registrant shall have 60 days after receipt of such notice within which to cure the violation.

(c) In the event of a vote by the Town Council to terminate the registration, the registrant shall, within 30 days following such termination, provide an acceptable plan for transferring ownership of the Communications Facilities to another person in accordance with this Article or shall remove or Abandon the Communications Facilities and take such steps as are necessary to render every portion of the Communications Facilities remaining in the public rights-of-way

safe. If the registrant has either Abandoned its Communications Facilities or chooses to Abandon its Communications Facilities, the Town may:

- (1) Require the registrant or the registrant's bonding company to remove some or all of the Communications Facilities from the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal;
  - (2) Require that some or all of the Communications Facilities be removed, and the public rights-of-way restored to their original condition at the registrant's expense, using Town employees, agents or contractors, and charge any and all costs to the registrant and require reimbursement; or
  - (3) Utilize or allow other persons to utilize the registrant's Abandoned Communications Facilities.
- (d) *Survival of obligations.* The obligations of the registrant hereunder shall survive the termination of a registration. In the event of a declaration of termination of registration, this provision does not permit the Town to cause the removal of any Communications Facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing Federal or State agency, where required, and is properly registered with the Town, for such certificated service, where required.

35-50. - Transfer of control, sale, or assignment of assets.

- (a) *Transfer of control, sale, or assignment of assets.* If a Registrant transfers, sells or assigns its Registration or its Communications Facilities in the Public Rights-of-Way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided to the Town within 20 days of the effective closing date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided herein within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Town that the transferee, buyer or assignee is the new applicant.
- (b) *Subordination.* Any mortgage, pledge, lease or other encumbrance on the Communications Facilities shall be subject and subordinate to the rights of the Town under this article and Applicable Law.

35-51. - Security Fund. At the time of registration and as a condition of receiving its first permit to place or to maintain a Communications Facility in public rights-of-way after the effective date of the ordinance from which this Article is derived, the registrant shall be required to file with the Town a security fund in the form of an annual bond or cash deposit in the sum of \$50,000.00, or a corporate guarantee for substantially the same amount and in a form that is legally acceptable to the Town. If the registrant files a bond, it shall have as a surety a company that is qualified to do business in the State of Florida, that has a minimum rating of AAA in Best's Key Rating Guide, Property/Casualty Edition and shall be subject to the approval of the Town Attorney, or Letter of Credit. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon the registrant by the provisions of this Article. The bond or other guarantee shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the

event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this Article, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or Abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund.

DIVISION 3. Permitting and Placement of Communication Facilities in the Public Rights-of-Way.

35-52. - Placement or maintenance of Communications Facilities, in public rights-of-way, in general, excluding Small Wireless Facilities.

(a) *Compliance.* Registrants and users and/or occupants agree at all times to comply with and abide by all applicable provisions of Federal and State law and Town ordinances, codes and regulations in placing or maintaining communications facilities in public rights-of-way.

(b) *Permit Required.* A Registrant shall not commence to place or maintain a Communications Facility in a Town Public Right-of-way until all applicable Permits, if required, have been issued, except in the case of routine maintenance or an emergency as provided for in this Article. In such cases deemed an emergency situation by the Public Works Director, the Registrant shall apply for Permits within 15 days of the incident or repair, whichever comes sooner. Registrants and users and/or occupants shall provide prompt notice to the Town of the placement or maintenance of a facility in public rights-of-way in the event of an emergency. The Registrant acknowledges that as a condition of granting a permit(s), the Town may impose reasonable conditions governing the Placement or Maintenance of a Communications Facility in the Town's Public rights-of-way related to the public, health, safety and welfare as permitted and set forth in Section 337.401 of Florida Statutes as same may be amended from time to time; however, no such imposed conditions shall prohibit or otherwise adversely impact the provision of Communications Services. Permits shall apply only to the areas of the Town's Public Rights-of-way specifically identified in the Permit. The Town may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. This subsection does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.

(c) *Required information.* As part of any permit application to place a new or to replace an existing Communications Facility in public rights-of-way or other roads or property within the Town, the applicant shall provide information concerning the Communications Facility that sets forth the following, as required by the Town Manager:

(1) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Section 471.003 of Florida Statutes, identifying the location of the proposed facility, and including:

a. A description of any facility to be installed;

b. The facility's dimensions in feet;

c. Site plan indicating where the facility will be located with electronic geodata; and

- d. Ability to demonstrate compliance with the Florida Building Code, for wind load requirements; and
- e. For new Communication Facility Poles, Wireless Support Structures, or any excavation work, a geotechnical report for the existing soil conditions, or a soil statement by a Florida licensed professional engineer, attesting to the soil conditions.
- (2) Plans and information, as required by this Article, on the ability of the public rights-of-way to accommodate the proposed Communications Facility;
- (3) If appropriate, given the Communications Facility, an estimate of the cost of restoration to the public rights-of-way;
- (4) The timetable for construction of the project or each phase thereof, and the areas of the Town which will be affected;
- (5) A full color photo-simulation showing the proposed new Communication Facility Poles and Wireless Support Structures installed in accordance with the application from the point of view of properties Adjacent to the proposed site;
- (6) A description of the type of Communication Facility and the manner in which the Communication Facility will be installed and/or modified (i.e. anticipated construction methods or techniques) to include:
  - (a) A description of Stealth Design to be utilized. Additionally, each application for a Permit to place a Communications Facility Pole in the Town's Public Rights-of-way shall include photographs showing the location and condition of the Surrounding Neighborhood, and a description of the Stealth Design techniques proposed to minimize the visual impact of the Communications Facility Pole or Wireless Support Structure and graphic depictions accurately representing the visual impact of the Communications Facility Pole or Wireless Support Structure when viewed from the street and from Adjacent properties.
  - (b) Alternatively, a signed and sealed statement from a Florida state licensed professional engineer that Stealth Design cannot be utilized on any particular Communication Facility and providing documentation demonstrating to the satisfaction of the Town Public Works Director that the proposed Communications Facility cannot employ Stealth Design and the proposed exterior location and configuration of equipment proposed are the minimum equipment necessary to achieve the needed function.
- (7) A temporary sidewalk closure plan, if appropriate given the Communication Facility proposed, to accommodate Placement or Maintenance of the Communication Facility.
- (8) A temporary traffic lane closure and management of traffic (MOT) plan, if appropriate given the Communication Facility proposed, to accommodate installation and/or modification of the Communication Facility.
- (9) Restoration plan given the Communication Facility proposed, and an estimate of the cost of restoration of the Town's Public Rights-of-way in the event the Communication Facility is Abandoned
- (10) A proposed timetable for Placement or Maintenance of the proposed Communication Facility or each phase of the Placement or Maintenance thereof, and the intended areas of the Town to be served by the Communication Facility.
- (11) Registrants shall not place or maintain signage on Communication Facilities in Town Public Rights-of-way, unless otherwise required by federal or State law; however, that Existing Structures that lawfully supported signage before being Repurposed may continue

- to support signage as otherwise permitted by law or Town Code, as same may be amended from time to time.
- (12) Communications Facilities not requiring FAA painting or marking shall have an exterior hard durable finish which enhances compatibility with adjacent uses, as approved by the Town Public Works Director.
- (13) A Communication Facility shall not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, State, or local rule, regulation, the FAA or law; provided, however, the Town may require the installation of an LED street light on a new Communications Facility Pole or Wireless Support Structure or an Existing Structure functioning as a light pole.
- (14) Such additional information or studies requested by the Town that the Town finds reasonably necessary to review the permit application to ensure continued level of service delivery of its Rights-of-Way.
- (d) Public accessibility, safety, and sufficiency of spacing. The Town shall have the power afforded by Florida Law to regulate Facilities to ensure that they meet Town requirements for public accessibility, safety and sufficiency of spacing, to ensure compliance with State of Florida and local laws and ordinances. In determining whether to permit and reasonably limit, or impose conditions or prohibit a Communications Facility to be placed or located within the Town's Public Rights-of-way, the Town Public Works Director shall consider the following standards and minimum requirements in his review and consideration of a Permit application and imposition of reasonable Permit conditions:
- (1) Sufficiency of space to accommodate present and pending applications for use of the Town's Public Rights-of-way. The sufficiency of space to accommodate all of the present and pending applications to place Communications Facilities and pending or planned applications to Place and Maintain Facilities in that area of the Town's Public Rights-of-way; and
- (2) Sufficiency of space to accommodate the Town's need for projected public improvements. The sufficiency of space to accommodate Town plans for public improvements or projects adopted as part of its community investment capital improvements plan that the Town determines in the best interest of the public; and
- (3) The impact on traffic and traffic safety; and
- (4) Impact on Existing Facilities. The impact upon existing Facilities in the Town's Public Rights-of-way; and
- (5) Distance separation from edge of pavement. No new Communication Facility shall be constructed, operated or maintained in the Town's Public Rights-of-way in violation of the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, (commonly known as the "Florida Green Book") and for the Minimum Width of Clear Zones. In accordance with the Florida Green Book, the Public Works Director shall have the authority to reduce the minimum offset where that offset cannot be reasonably obtained and other alternatives are deemed impractical; and
- (6) Distance separation from sidewalk. No newly installed Communication Facility shall be Placed or Maintained in the Town's Public Rights-of-way within one (1) foot of a sidewalk that is five (5) feet or less in width. Co-location on an Existing Structures is exempt from this requirement; and

- (7) Installation at outermost boundary of Town's Public Rights-of-way. Where a superior site design results from Placement of a Communication Facility at or near the outermost boundary of the Town's Public Right-of-way, the farthest distance practicable from the centerline thereof and edge of pavement is encouraged. To the extent that the location of the sidewalk within the Town's Public Right-of-way precludes achievement of a superior site design or otherwise precludes compliance with all other requirements of this Article, then the Town Public Works Director or Registrant may propose and the Registrant may include in the Permit application a proposed re-routing of the sidewalk at its own expense, in order to achieve such superior site design or otherwise meet other requirement of this Article.
- (e) Undergrounding of facility. A Registrant or other user shall endeavor, to the greatest extent possible, to place all Communications Facilities underground. The Town may require the use of trenchless technology (i.e., directional bore method) for the installation of Communications Facilities in the public rights-of-way as well as joint trenching or the collocation of Communications Facilities in existing conduit. The registrant or user shall be solely liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the placement or maintenance of its Communications Facility within the public rights-of-way. The appropriate Town official may issue such rules and regulations concerning the placement or maintenance of a Communication Facility in public rights-of-way as may be consistent with this article and other applicable Federal and State laws or regulations.
- (f) Notification of adjacent property owners. Prior to the commencement of any work by the applicant pertaining to the placement and maintenance of Communications within the public rights-of-way or other roads or property within the Town, the Town Manager or designee may require the applicant to issue notice of the work to property owners who adjoin such affected area (the "Notification Area"). The notification area may be expanded at the Town's discretion and notice shall be effected in a manner deemed appropriate by the Town Manager or designee.
- (g) Repair of damages. A person placing or maintaining Communication Facilities in the public rights-of-way or other roads or property within the Town shall, at its own expense, restore the public rights-of-way, or any other adjacent property that has been damaged by work on the project, to at least its original condition before such work was initiated, subject to the Town's satisfaction upon inspection. Restoration shall include, among other things, the removal of all markings placed by users on the right-of-way, unless they are required to remain pursuant to State law. A registrant or user shall warrant restoration of the public rights-of-way or other roads or property within the Town for a period of 12 months after completion of such restoration. If the registrant or user fails to make such restoration within 30 calendar days after completion of construction, or such other time as may be required by the Town, the Town may, after written notice to the registrant or user, perform such restoration using Town employees, agents or contractors, and charge all costs of the restoration against the registrant or user in accordance with Florida Law and require reimbursement within 30 days after the submission of the bill by the Town to the registrant or user.
- (h) Removal or relocation. Removal or relocation at the direction of the Town of a Person's Communication Facility in the public rights-of-way shall be governed by Florida Law
- (i) Property right not created. A permit from the Town constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this Article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

- (j) Underground safety act. In connection with excavation in the public rights-of-way, a registrant and user shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in Section 556 of Florida Statutes.
- (k) Maintenance. A registrant and user shall place or maintain a Communications Facility in public rights-of-way in compliance with all applicable standards as established by all local, State or Federal law and in conformance with Applicable Codes and the Town Code. A registrant and user shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.
- (l) Coordination or work. In the interest of the public's health, safety and welfare, upon request of the Town, a registrant or user shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way or other roads or property within the Town. The Town may require a registrant or user to alter reasonably its placement or maintenance schedule for permitted work as necessary so as to minimize disruptions and disturbance in the public rights-of-way or other roads or property within the Town. The Town may provide a more definite time frame based on specific Town construction or maintenance schedules.
- (m) Existing facilities. A registrant or user shall not place or maintain its Communications Facilities so as to interfere, displace, damage or destroy any Communication Facilities, including, but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the Town or any other person's facilities lawfully occupying the public rights-of-way or other roads or property within the Town. The Registrant or user shall report to the Town any damage to existing Facilities and notify the Facility owner.
- (n) Conditions of rights-of-way. The Town makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the facilities, and any performance of work or costs incurred by the registrant or user or provision of services shall be at registrant's or user's sole risk. Nothing in this article shall affect the Town's authority to add, vacate or abandon public rights-of-way and the Town makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for facilities.
- (o) Inspections. The Town shall have the right to make such visual inspections of Communications Facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. In the event the Town determines that a violation exists with respect to a registrant's or user's placement or maintenance of Communications Facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the Town will provide the registrant or user no less than three days' written notice setting forth the violation and requesting correction. During the inspection, Town staff, employees or contractors shall not attempt to open, tamper, manipulate any equipment attached. Nothing herein shall limit the authority of the Town Manager, building official or their designee from taking appropriate action to address an imminent and immediate health or safety hazard.
- (p) Emergency. In an emergency, as determined by the Town Manager, Building Official, Public Works Director, or their designee, where the installation, use or maintenance of any Communications Facility poses an imminent and immediate health or safety hazard to pedestrians or vehicles, the Town shall, where feasible, give telephonic notice to the owner of the Communications Facility of the nature of the emergency and afford the owner the opportunity to remove or otherwise relocate the Communication Facility. Where telephonic



notice is not feasible or where the owner fails to address the emergency hazard, the Town Manager, building official or their designee may summarily and temporarily remove or relocate such Communication Facility, but only to the extent necessary to avoid the health or safety hazard at issue. Immediately following removal or relocation of any Communication Facility under these emergency procedures, the Town shall provide the owner of the facility with written notice of the action by certified mail, return receipt requested. If the Town removes such facility, the owner of such Communication Facility shall have 30 days after receipt of such written notice by the Town to claim the Communication Facility, or the Town may dispose of such Communication Facility.

35-53. Review of Communication Facility Poles, Utility Poles, Small Wireless Facilities in the Rights-of-Way.

(a) Purpose and Scope.

1. The purpose of this section is to provide appropriate local regulations in the review, permitting, and issuance of wireless facilities pursuant to Section 337.401(7), Florida Statutes, entitled the “Advanced Wireless Infrastructure Deployment Act.” Notwithstanding any other provision to the contrary, the provisions identified herein and as referenced elsewhere in this Article, shall provide for the full scope of regulatory authority, as authorized by the Florida Statutes, in the regulation of, Small Wireless Facilities within the jurisdiction of the Town.
2. The approval of the installation, placement, maintenance, or operation of a wireless facility pursuant to this subsection does not authorize the provision of any voice, data, or video communications services or the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.
3. This subsection does not affect provisions relating to Pass-Through Providers in this Article and at Section 337.401(6) Florida Statutes.
4. This subsection does not authorize a person to collocate Small Wireless Facilities or Micro Wireless Facilities on an authority Utility Pole, place Small Wireless Facilities, or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners’ association.
5. This subsection does not apply to the installation, placement, maintenance, or replacement or routine maintenance of Micro Wireless facilities or replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size.

(b) Electronic mail. All correspondence with the applicant, including but not limited to, plan review comments, requests for additional information, and permit/registration status, whether for submittal of registration or for building permit, shall be by electronic mail.

(c) Process, review and issuance of permits. The Town shall accept applications for permits and shall process and issue permits subject to the following requirements:

1. The Town may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or pole space for the authority.
2. An applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate the applicant’s compliance with applicable codes for the placement of Wireless Facilities in the locations identified the application.
3. The Town may not require the placement of wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole.

4. The Town may not limit the placement of Wireless Facilities by minimum separation distances. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a Wireless Facility be moved to another location in the right-of-way and placed on an alternative authority Utility Pole or support structure or may place a new Utility Pole. The authority and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
5. The Town shall limit the height of a Wireless Facility to 10 feet above the utility pole or structure upon which the wireless facility is to be collocated. Unless waived by the Town, the height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the Wireless Facility. If there is no Utility Pole within 500 feet, the authority shall limit the height of the Utility Pole to 50 feet.
6. Except as provided in subparagraphs 4. and 5., the installation of a Utility Pole in the public rights-of-way designed to support a Wireless Facility shall be subject to the Town's rules or regulations governing the placement of utility poles in the public rights-of-way and shall be subject to the application review timeframes in this subsection.
7. Within 14 days after receiving an application, the Town must determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the Town must specifically identify the missing information. An application is deemed complete if the authority fails to provide notification to the applicant within 14 days.
8. An application must be processed on a nondiscriminatory basis. A complete application is deemed approved if the Town fails to approve or deny the application within 60 days after receipt of the application. If the Town does not use the 30-day negotiation period provided in subparagraph 4., the parties may mutually agree to extend the 60-day application review period. The Town shall grant or deny the application at the end of the extended period. A permit issued pursuant to an approved application shall remain effective for one (1) year unless extended by the authority.
9. The Town must notify the applicant of approval or denial by electronic mail. The Town shall approve a complete application unless it does not meet the Town's Applicable Codes. If the application is denied, the Town shall specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the Town denies the application. The applicant may cure the deficiencies identified by the Town and resubmit the application within 30 days after notice of the denial is sent to the applicant. The Town shall approve or deny the

revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

10. An applicant seeking to collocate wireless facilities within the Town may, at the applicant's discretion, file a consolidated application and receive a single permit for the collocation of up to 30 Wireless Facilities. If the application includes multiple Wireless Facilities, the Town may separately address Wireless Facility collocations for which incomplete information has been received or which are denied.

11. The Town may deny a proposed collocation of a Wireless Facility in the public rights-of-way if the proposed collocation:

- a. Materially interferes with the safe operation of traffic control equipment.
- b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
- c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- d. Materially fails to comply with the latest edition of the Florida Department of Transportation Utility Accommodation Manual.
- f. Fails to comply with applicable codes.

12. The Town may reserve space on Town utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a Wireless Facility. If replacement of the Town utility pole is necessary to accommodate the collocation of the Wireless Facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.

13. A structure granted a permit and installed pursuant to this subsection shall comply with Chapter 333, Florida Statutes, and federal regulations pertaining to airport airspace protections.

(d) The Town shall not require approval or require fees or other charges for:

- 1. Routine maintenance;
- 2. Replacement of existing wireless facilities with Wireless Facilities that are substantially similar or of the same or smaller size; or
- 3. Installation, placement, maintenance, or replacement of Micro Wireless Facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane.

(e) Collocation of Wireless Facilities on Utility Poles is subject to the following requirements:

- 1. The Town shall not enter into an exclusive arrangement with any person for the right to attach equipment to authority utility poles.
- 2. The rates and fees for collocations on authority utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.
- 3. The rate to collocate wireless facilities on a Town utility pole shall be \$150 per pole annually.
- 4. Agreements between the Town and wireless providers that are in effect on July 1, 2017, and that relate to the collocation of wireless facilities in the right-of-way, including the collocation of Wireless Facilities on authority utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and

- terms established under this subsection for Wireless Facilities and Utility Poles that are the subject of an application submitted after the rates, fees, and terms become effective.
5. A person owning or controlling an Authority Utility Pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or 3 months after receiving a request to collocate its first Wireless Facility on a Utility Pole owned or controlled by an Authority, the person owning or controlling the authority Utility Pole shall make available, through ordinance or otherwise, rates, fees, and terms for the collocation of Wireless Facilities on the Authority Utility Pole which comply with this subsection.
- a. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.
- b. For a Town Utility Pole that supports an aerial facility used to provide Communications Services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested Collocation must include pole replacement if necessary.
- c. For a Town Utility Pole that does not support an aerial facility used to provide communications services or electric service, the authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, the Town may require the applicant seeking to Collocate a Wireless Facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the Wireless Facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a Utility Pole that is substantially similar in color and composition. The Town may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the Authority.
- d. The Town shall not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to Communications Services providers other than wireless services providers for similar work and may not include any consultant fee or expense.
- (f) A wireless providers shall, in relation to a wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements, as may be applicable, of the Town. Any such requirements may be waived by the Town Manager.
- (g) A wireless infrastructure provider may apply to the Town to place utility poles in the public rights-of-way to support the collocation of Wireless Facilities. The application must include an attestation that Wireless Facilities will be collocated on the Utility Pole or structure and will be used by a wireless services provider to provide service within 9 months after the date the application is approved. The Town shall accept and process the application in accordance with

section 35-51(c)6, and any applicable codes and other local codes governing the placement of Utility Poles in the public rights-of-way.

#### DIVISION 4 Enforcement and Appeals

##### 35-54. - Enforcement remedies of Permit Obligations; Suspension and Revocation of Permits.

- (a) A violation of this article or any resolution adopted pursuant to this article may be enforced pursuant to Section 8-10 and by issuance of a uniform civil violation notice, citation, summons, or notice to appear in County Court, or by filing an action in civil court for injunctive relief. This Article is supplemental, and nothing contained herein shall prohibit the Town from enforcing this Article by any other lawful means.
- (b) Failure of the Town to enforce any requirements of this article shall not constitute a waiver of the Town's right to enforce the Article with respect to that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.
- (c) The Town Manager or his designee is authorized to give any notice required by law.
- (d) The Town Public Works Director may order the suspension of placement and maintenance work under a permit and ultimately may revoke any Permit in the event of a substantial breach of the terms and conditions of any applicable statute, ordinance, rule or regulation or any condition of the permit. The types of substantial breach by Permittee may include, but are not limited to:
- (1) The violation of any material provision of the Permit;
  - (2) An evasion or attempt to evade any material provision of the Permit or the perpetration or attempt to perpetrate any fraud or deceit upon the Town or its citizens;
  - (3) Any material misrepresentation of fact in the process of Permittee's request for a Permit or Registration;
  - (4) The failure to maintain the required performance bond or insurance;
  - (5) The failure to properly restore the Town's Public Rights-of-way;
  - (6) The failure to correct within the specified time an order issued by the Town Engineer;
  - (7) The failure to Register, Re-Register, or provide notice of any transfer in accordance with this Article;
  - (8) The failure to relocate or remove Facilities pursuant to this Article and Sections 337.402, 337.403 and 337.404, *Florida Statutes* (2016) as same may be amended from time to time.
  - (9) The failure to report to the Town and Facility owner any damages caused to their Facilities during the execution of the work.
- (e) If the Town Public Works Director determines that the Permittee has committed a substantial breach of a term or condition of the Permit, the Town Public Works Director shall make a written demand upon the Permittee to remedy such violation. The demand shall state that the continued violation(s) may be cause for revocation of the Permit. Further, a substantial breach as stated above will allow the Town Public Works Director, at his or her discretion, to place additional or revised conditions on the Permit.
- (f) Within thirty (30) calendar days of receiving notification of the breach, the Permittee shall contact the Town Public Works Director with a plan, acceptable to the Town Public Works Director, for its correction. The Town shall provide additional time as reasonably necessary for a Permittee to establish a plan acceptable to the Town Public Works Director taking into account the nature and scope of the alleged breach. The Permittee's failure to so contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or the

Permittee's failure to reasonably implement the approved plan, shall be cause for revocation of the Permit. Further, the Permittee's failure to contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or Permittee's failure to implement the approved plan, shall be cause for the Permittee to be placed on probation for one full year.

- (g) The Town Public Works Director may establish a list of conditions for any Permit which, if breached, will be cause for the Permittee to be placed on probation for one full year, such as, but not limited to, working out of the allotted time period or working on a Town Public Right-of-way significantly outside the scope of the Permit. These conditions shall be stated on the Permit.
- (h) If a Permittee, while on probation, commits a breach as outlined above, the Permittee's Permit may be revoked, and the Permittee may not be allowed to obtain further Permits for one full year, except for emergency repairs and service requirements as mandated by State or federal regulations.
- (i) If a Permit is revoked, the Permittee shall reimburse the Town for the Town's reasonable costs, including restoration costs and the cost of collection and reasonable attorneys' fees incurred in connection with such revocation.
- (j) The Town Public Works Director may cause an immediate stop work order where the Permittee's construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.

### 35-55 - Appeals.

- (a) Final written decisions of the Town Manager or designee suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the Town Manager within 30 days of the date of the final written decision to be appealed. Any appeal not timely filed as set forth in this section shall be waived. The Town Council shall hear the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant or user, and a written decision shall be rendered within 30 days of the hearing.
- (b) The Town Council shall conduct a de novo hearing on the record and shall determine if:
  - (1) There was a departure from the essential requirements of the law in the proceedings appealed; or
  - (2) Competent, substantial evidence does not exist to support the decision.
- (c) If the Town Council determines that there was not a departure from the essential requirements of the law or that competent substantial evidence exists to support the decision of the Town Manager, then the decision of the Town Manager shall be upheld, otherwise it shall be overturned.
- (d) Appeal from a final decision by the Town Council shall be to the Circuit Court by filing a petition for writ of certiorari within thirty (30) days of the decision, pursuant to court rules. Any such appeal is voluntary, and in the absence of taking such appeal, the decision of the Town Council shall be deemed to be final. If an appeal is taken, however, the decision of the Town Council is no longer deemed to be final but instead is tolled pending the appeal
- (e) Nothing in this section shall affect or limit the remedies the Town or Registrant has available under applicable law.

### 35-56. - Reports and records.

- (a) A registrant shall provide the following documents to the Town as received or filed:

- (1) Any pleadings, petitions, notices and documents which may directly impact the obligations under this article and which are reasonably necessary for the Town to protect its interests under this article; and
- (2) Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.
- (b) Nothing in this subsection shall affect the remedies a registrant has available under applicable law.
- (c) The Town shall keep any documentation, books and records of the registrant confidential to the extent required by Florida Statutes.

#### DIVISION 5 Abandonment of a Communication Facility and Reservation of Rights

##### 35-57. - Abandonment of a Communications Facility.

- (a) Upon determination by a registrant that one or more of its Communications Facilities in a Town Public Right-of-way is to be Abandoned, the Registrant shall notify the Town no later than 90 days from such determination, or no later than 30 days following such Abandonment, whichever is sooner.
- (b) The Town may direct the registrant by written notice to remove all or any portion of such Abandoned Communications Facility at the registrant's sole expense if the Town determines that the Abandoned Communications Facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such Communications Facility:
  - (1) Compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way;
  - (2) Prevents another person from locating facilities in the area of public rights-of-way where the Abandoned Communications Facility is located when other alternative locations are not reasonably available; or
  - (3) Creates a maintenance condition that is disruptive to the use of any public rights-of-way.In the event of Subsection (b)(2) of this section, the Town may require the third person to coordinate with the registrant that owns the existing Communications Facility for joint removal and placement, where agreed to by the registrant.
- (c) In the event that the Town does not direct the removal of the Abandoned Communications Facility, the registrant, by its notice of Abandonment to the Town, shall be deemed to consent to the alteration or removal of all or any portion of the Communications Facility by the Town or another person at such third party's cost.
- (d) If the registrant fails to remove all or any portion of an Abandoned Communications Facility as directed by the Town within a reasonable time period as may be required by the Town under the circumstances, the Town may perform such removal and charge the cost of the removal against the registrant.
- (e) In the event the Abandoned Facility is subject to a pole attachment agreement, then the obligation to remove the Abandoned Communication Facility shall be in compliance with the federal Pole Attachment Act (47 USC Section 224), as same may be amended from time to time.

##### 35-58. - Reservation of rights.

- (a) The Town reserves the right to amend this Article as it shall find necessary in the lawful exercise of its police powers.
- (b) This article shall be applicable to all Communication Facilities placed in the public rights-of-way on or after the effective date of the ordinance from which this article is derived and shall apply to all existing Communication Facilities placed in the public rights-of-way prior to the effective date of the ordinance from which this article is derived, to the full extent permitted by State and Federal law.

Sec. 35-59. No liability or warranty.

Nothing contained in this Article shall be construed to make or hold the Town responsible or liable for any damage to persons or any property whatsoever, from any cause whatsoever, arising from the use, operation or condition of the Registrant's Communications Facilities by reason of any inspection or re-inspection authorized herein or failure to inspect or re-inspect. Nor shall the issuance of any Permit or the approval or disapproval of any Placement or Maintenance of the Registrant's Communications Facilities as authorized herein constitute any representation, guarantee or warranty of any kind by, or create any liability upon the Town or any official, agent or employee thereof. Additionally, the Town shall not be responsible for any relocation costs incurred by any Registrant due to the Town's or any other Person's work in the Town's Public Rights-of-way.

DIVISION 6 – Fees and Taxes

Sec. 35-60. Communications Services Tax In Lieu of Permit Fee.

A Registrant that places or maintains Communications Facilities in the Town's Public Rights-of-way and that pays Communications Services Taxes shall not be required to pay a permit fee since the Town has elected to collect the Communications Services Tax pursuant to Ch. 202, *Florida Statutes* as same may be amended from time to time. Pass-Through Providers shall pay a fee pursuant to Section 337.401 (5), *Florida Statutes* as same may be amended from time to time and Town Code Section 35-61.

Sec. 35-61 Other Fees.

- (a) Pass-Through Providers shall pay to the Town on an annual basis an amount equal to Five Hundred Dollars (\$500.00) per linear mile or portion thereof of Communications Facilities placed and/or maintained in the Town's Public Rights-of-way.
  - (1) The amounts charged shall be based on the linear miles of Town Rights-of-way where Communications Facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.
  - (2) Any annual amount charged shall be reduced for a prorated portion of any 12-month period during which the Pass-Through Provider remits taxes imposed by the Town pursuant to Chapter 202, *Florida Statutes* (2016) as same may be amended from time to time.
  - (3) Annual payments shall be due and payable on April 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the Town shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the Town may have for additional sums due and payable. All fee payments shall be



subject to audit by the Town, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the Town, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made.

(4) If the payments required by this Section are not made within ninety (90) days after the due date, the Town Engineer may withhold the issuance of any Permits to the Registrant until the amount past due is paid in full

(b) A Registrant that provides communications services as defined in F.S. § 202.012(3), within the Town, shall pay to the Town the fees permitted by Florida Law of \$150 per pole facility and wireless facility owned by the Town.

## ATTACHMENT A ARTICLE II SUMMARY

The purpose of Article II is to provide a basic framework for the Town in the regulation of its public rights-of-way (ROW) as it pertains to noncommunication utilities such as electricity, gas, potable water, and sewer. It is not meant to obstruct any one utility's obligation under state law to provide services. The provisions do not exclude a utility's option to enter into a franchise agreement, and any such agreement may layout in greater specificity the terms that permit the utility's use of the Town's ROW.

The following summary is a brief review of Article II and its contents:

- Division 1 identifies the intent and purpose of the Article and provides for the pertinent definitions specific to those provisions.
- Division 2 provides for the registration of a utility. The intent here is to ensure that any utility that seeks to utilize the Town's ROW is properly insured, and indemnifies and holds harmless the Town. It also ensures the utility participate in the defense of the town for claims arising from their facilities. A Security Fund of \$50,000 is required in the event the Town needs to draws down the money to restore its ROW as a result of damages, incomplete work, or abonnement by the utility.
- Division 3 requires permitting for all facilities within the ROW as well as the standards for their physical location. Service and repairs resulting from emergency situations may be issued after the fact permits. Compliance with the Florida Building Code is required (unless otherwise exempt by Florida Statute) and each permit application must include a maintenance of traffic (MOT) plan. Repair and maintenance of the ROW is required of the utility as a result any work or incident occurring at the facility. Facility placement standards are provided to ensure adequate spacing is provided for proper functioning of the ROW (sidewalks, roadways, site triangles etc.). Construction Bonding for larger projects that disturb the ROW in excess of the deposit amount of the Security Fund, is required at time of permitting. All permitting fees apply unless otherwise provided for in a franchise agreement.
- Division 4 provides for enforcement provisions as the tool to ensure the integrity of the rights-of-way are maintained. Appeal provisions are provided for and in no way do the procedures interfere with a utilities legal obligation to provide service are required by State Law. Fines resulting from enforcement are currently under review and may return under a separate ordinance.
- Division 5 provides for abonnement of a facility located in the ROW. In such an unlikely event, the procedures provide for a notice and appeal process in advance of any action that may result in the removal of the facility. The intent of this provision is to ensure the ROW is clear of any unused and unnecessary equipment.

## ATTACHMENT B ARTICLE III SUMMARY

The purpose of Article III is to provide a basic framework for the Town in the regulation of its public rights-of-way (ROW) as it pertains to communication facilities such as cellular utility poles, antennas, cable TV, and/or any other facility that serves to transmit communications. The provisions are tailored to comply with State and Federal law in their interest to ensure adequacy of communication facilities. This is particularly case with the government's interest in maintaining a fully functional 911 emergency response system. The State of Florida's recent legislation related specifically to small and micro cell facilities, including the antennas, support equipment, cabling, and the poles to which they are attached. The ordinance is not meant to obstruct any one communication company from their obligation under state law to provide services. Franchise agreements for communication providers are not permitted as all such providers must be treated equitable in a neutrally competitive environment as required under the State law.

The following summary is a brief review of Article III and its contents:

- Division 1 identifies the intent and purpose of the Article and provides for the pertinent definitions specific to those provisions.
- Division 2 provides for the registration of a communication company. The intent here is to ensure that any communication company that seeks to utilize the Town's ROW is properly insured, and indemnifies and holds harmless the Town. It also ensures the they participate in the defense of the town for claims arising from their facilities. A Security Fund of \$50,000 is required in the event the Town needs to draws down the money to restore its ROW as a result of damages, incomplete work, or abonnement by the communications company.
- Division 3 requires permitting for all facilities within the ROW as well as the standards for their physical location. Service and repairs resulting from emergency situations may be issued after the fact permits. Division 3 comes principally in two (2) parts. The first part (sec. 35-52) addresses communication facilities in general. Compliance with the Florida Building Code is required (unless otherwise exempt by Florida Statute) and each permit application must include a maintenance of traffic (MOT) plan. Repair and maintenance of the ROW is required of the communication company as a result any work or incident occurring at their facility. Facility placement standards are provided to ensure adequate spacing is provided for proper functioning of the ROW (sidewalks, roadways, site triangles etc.).

The second (sec. 35-53) part of the Division 3 is particular to small and micro cell facilities including the antennas, support structures, support equipment, and underground cabling. Review periods ("Shot Clocks") are defined and options are provided regarding location and design. Stealth and concealment options are provided and include a waiver procedure where it may be demonstrated that such design is not (1) reasonably compatible or (2) imposes an excessive expense. While distance separations between poles cannot be

required, the Town may request a nearby relocation, an alternative pole, or other objective design standards. Maximum pole height is limited to the height of any pole in existence as of 07/01/2017, that is within 500' of the requested location. However, if no existing pole is within 500' of the proposed, the default height is 50'. Nevertheless, any antenna may be 10' feet higher than the pole to which it is attached. See Attachment "C" for the permitted review procedure and time lines as well as pertinent definitions.

The ordinance incorporates new Statutory requirements regarding grounds for denial of a small/micro cell facility application. Denial may be rendered if any of the conditions described below are met:

- Safe operation of Traffic Control Equipment is compromised.
  - Site lines and clear zones for traffic and pedestrians are obstructed by the pole or equipment.
  - ADA standards are violated
  - Noncompliance with the 2010 editions of the FDOT Utility Accommodation Manual.
  - Noncompliance with other applicable safety code.
- 
- Division 4 provides for enforcement provisions as the tool to ensure the integrity of the rights-of-way are maintained. Appeal provisions are provided for and in no way do the procedures interfere with a facilities legal obligation to provide service as required by State Law. Fines resulting from enforcement are currently under review and may return under a separate ordinance.
  - Division 5 provides for abatement of a facility located in the ROW. In such an unlikely event, the procedures provide for a notice and appeal process in advance of any action that may result in the removal of the facility. The intent of this provision is to ensure the ROW is clear of any unused and unnecessary equipment.
  - Division 6 relates to fees and taxes. The town participates in the Communication Services Tax option provided by Florida Statutes. As such, the town can not charge a building permit or registration fee to communication service companies. The town is permitted to charge an annual of \$150 fee for each Town own utility pole upon which a communication facility is attached and may charge up to \$500 per linear mile of cabling, conduits, strands, and fibers that pass through the Town's ROW. The fee is to be collected annually at the time of registration of the communication registrant.

## ATTACHMENT C

### HB 687

#### ADVANCED WIRELESS DEPLOYMENT ACT

##### Pertinent Definitions and Shot Clocks

#### **PERTINENT DEFINITIONS**

*Micro wireless facility* is a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, 12 inches in height, and an exterior antenna, if any, no longer than 11 inches

*Small wireless facility* is a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

*Wireless facility* includes equipment at a fixed location what enable wireless communications between user equipment and a communications network, such as transceivers, antennas, wires, coaxial or fiber-optic cable, power supply, and equipment associated with wireless communications.

*Wireless support structure* is a freestanding structure, such as a monopole, a guyed or self-supporting tower or another existing or proposed structure designed to support or capable of supporting wireless facilities. Term does not include utility poles

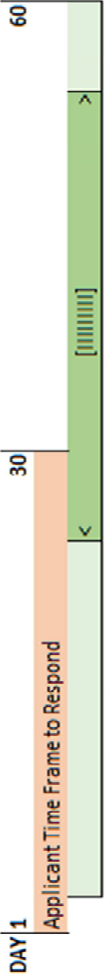
# SHOT CLOCK TIME TABLES

## STANDARD REVIEW SHOT CLOCK



\* Town and applicant may mutually agree to extend Application Review Period

## DENIED APPLICATION PROCEDURE



Sliding Scale: Town must respond with 30 days of applicant's resubmittal

## TOWN REQUEST FOR ALTERNATE LOCATION SHOT CLOCK



## APPLICANT APPEAL OF STEALTH DESIGN



Sliding Scale: Town must respond with 45 days of Applicant's Appeal

ENROLLED

CS/CS/HB 687

2017 Legislature

1  
2       An act relating to utilities; amending s. 337.401,  
3       F.S.; authorizing the Department of Transportation and  
4       certain local governmental entities to prescribe and  
5       enforce rules or regulations regarding the placing and  
6       maintaining of certain voice or data communications  
7       services lines or wireless facilities on certain  
8       rights-of-way; providing a short title; providing  
9       definitions; prohibiting an authority from  
10      prohibiting, regulating, or charging for the  
11      collocation of small wireless facilities in public  
12      rights-of-way under certain circumstances; authorizing  
13      an authority to require a registration process and  
14      permit fees under certain circumstances; requiring an  
15      authority to accept, process, and issue applications  
16      for permits subject to specified requirements;  
17      prohibiting an authority from requiring approval or  
18      requiring fees or other charges for routine  
19      maintenance, the replacement of certain wireless  
20      facilities, or the installation, placement,  
21      maintenance, or replacement of certain micro wireless  
22      facilities; providing an exception; providing  
23      requirements for the collocation of small wireless  
24      facilities on authority utility poles; providing  
25      requirements for rates, fees, and other terms related

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26 |       to authority utility poles; authorizing an authority  
27 |       to apply current ordinances regulating placement of  
28 |       communications facilities in the right-of-way for  
29 |       certain applications; requiring an authority to waive  
30 |       certain permit application requirements and small  
31 |       wireless facility placement requirements; prohibiting  
32 |       an authority from adopting or enforcing any regulation  
33 |       on the placement or operation of certain  
34 |       communications facilities and from regulating any  
35 |       communications services or imposing or collecting any  
36 |       tax, fee, or charge not specifically authorized under  
37 |       state law; providing construction; requiring a  
38 |       wireless provider to comply with certain  
39 |       nondiscriminatory undergrounding requirements of an  
40 |       authority; authorizing the authority to waive any such  
41 |       requirements; authorizing a wireless infrastructure  
42 |       provider to apply to an authority to place utility  
43 |       poles in the public rights-of-way to support the  
44 |       collocation of small wireless facilities; providing  
45 |       application requirements; requiring the authority to  
46 |       accept and process the application subject to certain  
47 |       requirements; providing construction; authorizing an  
48 |       authority to enforce certain local codes,  
49 |       administrative rules, or regulations; authorizing an  
50 |       authority to enforce certain pending local ordinances,



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51        administrative rules, or regulations under certain  
52        circumstances, subject to waiver by the authority;  
53        providing construction; providing an effective date.

54  
55    Be It Enacted by the Legislature of the State of Florida:

56  
57        Section 1. Paragraph (a) of subsection (1) of section  
58        337.401, Florida Statutes, is amended, and subsection (7) is  
59        added to that section, to read:

60        337.401 Use of right-of-way for utilities subject to  
61        regulation; permit; fees.—

62        (1)(a) The department and local governmental entities,  
63        referred to in this section and in ss. 337.402, 337.403, and  
64        337.404 as the "authority," that have jurisdiction and control  
65        of public roads or publicly owned rail corridors are authorized  
66        to prescribe and enforce reasonable rules or regulations with  
67        reference to the placing and maintaining across, on, or within  
68        the right-of-way limits of any road or publicly owned rail  
69        corridors under their respective jurisdictions any electric  
70        transmission, voice ~~telephone~~, telegraph, data, or other  
71        communications services lines or wireless facilities; pole  
72        lines; poles; railways; ditches; sewers; water, heat, or gas  
73        mains; pipelines; fences; gasoline tanks and pumps; or other  
74        structures referred to in this section and in ss. 337.402,  
75        337.403, and 337.404 as the "utility." The department may enter

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76 | into a permit-delegation agreement with a governmental entity if  
77 | issuance of a permit is based on requirements that the  
78 | department finds will ensure the safety and integrity of  
79 | facilities of the Department of Transportation; however, the  
80 | permit-delegation agreement does not apply to facilities of  
81 | electric utilities as defined in s. 366.02(2).

82 |     (7) (a) This subsection may be cited as the "Advanced  
83 | Wireless Infrastructure Deployment Act."

84 |     (b) As used in this subsection, the term:

85 |         1. "Antenna" means communications equipment that transmits  
86 | or receives electromagnetic radio frequency signals used in  
87 | providing wireless services.

88 |         2. "Applicable codes" means uniform building, fire,  
89 | electrical, plumbing, or mechanical codes adopted by a  
90 | recognized national code organization or local amendments to  
91 | those codes enacted solely to address threats of destruction of  
92 | property or injury to persons, or local codes or ordinances  
93 | adopted to implement this subsection. The term includes  
94 | objective design standards adopted by ordinance that may require  
95 | a new utility pole that replaces an existing utility pole to be  
96 | of substantially similar design, material, and color or that may  
97 | require reasonable spacing requirements concerning the location  
98 | of ground-mounted equipment. The term includes objective design  
99 | standards adopted by ordinance that may require a small wireless  
100 | facility to meet reasonable location context, color, stealth,

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101 and concealment requirements; however, such design standards may  
102 be waived by the authority upon a showing that the design  
103 standards are not reasonably compatible for the particular  
104 location of a small wireless facility or that the design  
105 standards impose an excessive expense. The waiver shall be  
106 granted or denied within 45 days after the date of the request.

107 3. "Applicant" means a person who submits an application  
108 and is a wireless provider.

109 4. "Application" means a request submitted by an applicant  
110 to an authority for a permit to collocate small wireless  
111 facilities.

112 5. "Authority" means a county or municipality having  
113 jurisdiction and control of the rights-of-way of any public  
114 road. The term does not include the Department of  
115 Transportation. Rights-of-way under the jurisdiction and control  
116 of the department are excluded from this subsection.

117 6. "Authority utility pole" means a utility pole owned by  
118 an authority in the right-of-way. The term does not include a  
119 utility pole owned by a municipal electric utility, a utility  
120 pole used to support municipally owned or operated electric  
121 distribution facilities, or a utility pole located in the right-  
122 of-way within:

123 a. A retirement community that:

124 (I) Is deed restricted as housing for older persons as  
125 defined in s. 760.29(4)(b);

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126        (II) Has more than 5,000 residents; and  
127        (III) Has underground utilities for electric transmission  
128 or distribution.

129        b. A municipality that:

130        (I) Is located on a coastal barrier island as defined in  
131 s. 161.053(1)(b)3.;

132        (II) Has a land area of less than 5 square miles;

133        (III) Has less than 10,000 residents; and

134        (IV) Has, before July 1, 2017, received referendum  
135 approval to issue debt to finance municipal-wide undergrounding  
136 of its utilities for electric transmission or distribution.

137        7. "Collocate" or "collocation" means to install, mount,  
138 maintain, modify, operate, or replace one or more wireless  
139 facilities on, under, within, or adjacent to a wireless support  
140 structure or utility pole. The term does not include the  
141 installation of a new utility pole or wireless support structure  
142 in the public rights-of-way.

143        8. "FCC" means the Federal Communications Commission.

144        9. "Micro wireless facility" means a small wireless  
145 facility having dimensions no larger than 24 inches in length,  
146 15 inches in width, and 12 inches in height and an exterior  
147 antenna, if any, no longer than 11 inches.

148        10. "Small wireless facility" means a wireless facility  
149 that meets the following qualifications:

150        a. Each antenna associated with the facility is located

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151 inside an enclosure of no more than 6 cubic feet in volume or,  
152 in the case of antennas that have exposed elements, each antenna  
153 and all of its exposed elements could fit within an enclosure of  
154 no more than 6 cubic feet in volume; and

155 b. All other wireless equipment associated with the  
156 facility is cumulatively no more than 28 cubic feet in volume.  
157 The following types of associated ancillary equipment are not  
158 included in the calculation of equipment volume: electric  
159 meters, concealment elements, telecommunications demarcation  
160 boxes, ground-based enclosures, grounding equipment, power  
161 transfer switches, cutoff switches, vertical cable runs for the  
162 connection of power and other services, and utility poles or  
163 other support structures.

164 11. "Utility pole" means a pole or similar structure that  
165 is used in whole or in part to provide communications services  
166 or for electric distribution, lighting, traffic control,  
167 signage, or a similar function. The term includes the vertical  
168 support structure for traffic lights but does not include a  
169 horizontal structure to which signal lights or other traffic  
170 control devices are attached and does not include a pole or  
171 similar structure 15 feet in height or less unless an authority  
172 grants a waiver for such pole.

173 12. "Wireless facility" means equipment at a fixed  
174 location which enables wireless communications between user  
175 equipment and a communications network, including radio

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transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and

equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;

b. Wireline backhaul facilities; or

c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

13. "Wireless infrastructure provider" means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

14. "Wireless provider" means a wireless infrastructure provider or a wireless services provider.

15. "Wireless services" means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

16. "Wireless services provider" means a person who provides wireless services.

17. "Wireless support structure" means a freestanding structure, such as a monopole, a guyed or self-supporting tower,

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201 or another existing or proposed structure designed to support or  
202 capable of supporting wireless facilities. The term does not  
203 include a utility pole.

204 (c) Except as provided in this subsection, an authority  
205 may not prohibit, regulate, or charge for the collocation of  
206 small wireless facilities in the public rights-of-way.

207 (d) An authority may require a registration process and  
208 permit fees in accordance with subsection (3). An authority  
209 shall accept applications for permits and shall process and  
210 issue permits subject to the following requirements:

211 1. An authority may not directly or indirectly require an  
212 applicant to perform services unrelated to the collocation for  
213 which approval is sought, such as in-kind contributions to the  
214 authority, including reserving fiber, conduit, or pole space for  
215 the authority.

216 2. An applicant may not be required to provide more  
217 information to obtain a permit than is necessary to demonstrate  
218 the applicant's compliance with applicable codes for the  
219 placement of small wireless facilities in the locations  
220 identified the application.

221 3. An authority may not require the placement of small  
222 wireless facilities on any specific utility pole or category of  
223 poles or require multiple antenna systems on a single utility  
224 pole.

225 4. An authority may not limit the placement of small

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226 wireless facilities by minimum separation distances. However,  
227 within 14 days after the date of filing the application, an  
228 authority may request that the proposed location of a small  
229 wireless facility be moved to another location in the right-of-  
230 way and placed on an alternative authority utility pole or  
231 support structure or may place a new utility pole. The authority  
232 and the applicant may negotiate the alternative location,  
233 including any objective design standards and reasonable spacing  
234 requirements for ground-based equipment, for 30 days after the  
235 date of the request. At the conclusion of the negotiation  
236 period, if the alternative location is accepted by the  
237 applicant, the applicant must notify the authority of such  
238 acceptance and the application shall be deemed granted for any  
239 new location for which there is agreement and all other  
240 locations in the application. If an agreement is not reached,  
241 the applicant must notify the authority of such nonagreement and  
242 the authority must grant or deny the original application within  
243 90 days after the date the application was filed. A request for  
244 an alternative location, an acceptance of an alternative  
245 location, or a rejection of an alternative location must be in  
246 writing and provided by electronic mail.

247 5. An authority shall limit the height of a small wireless  
248 facility to 10 feet above the utility pole or structure upon  
249 which the small wireless facility is to be collocated. Unless  
250 waived by an authority, the height for a new utility pole is



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251 limited to the tallest existing utility pole as of July 1, 2017,  
252 located in the same right-of-way, other than a utility pole for  
253 which a waiver has previously been granted, measured from grade  
254 in place within 500 feet of the proposed location of the small  
255 wireless facility. If there is no utility pole within 500 feet,  
256 the authority shall limit the height of the utility pole to 50  
257 feet.

258 6. Except as provided in subparagraphs 4. and 5., the  
259 installation of a utility pole in the public rights-of-way  
260 designed to support a small wireless facility shall be subject  
261 to authority rules or regulations governing the placement of  
262 utility poles in the public rights-of-way and shall be subject  
263 to the application review timeframes in this subsection.

264 7. Within 14 days after receiving an application, an  
265 authority must determine and notify the applicant by electronic  
266 mail as to whether the application is complete. If an  
267 application is deemed incomplete, the authority must  
268 specifically identify the missing information. An application is  
269 deemed complete if the authority fails to provide notification  
270 to the applicant within 14 days.

271 8. An application must be processed on a nondiscriminatory  
272 basis. A complete application is deemed approved if an authority  
273 fails to approve or deny the application within 60 days after  
274 receipt of the application. If an authority does not use the 30-  
275 day negotiation period provided in subparagraph 4., the parties

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276 may mutually agree to extend the 60-day application review  
277 period. The authority shall grant or deny the application at the  
278 end of the extended period. A permit issued pursuant to an  
279 approved application shall remain effective for 1 year unless  
280 extended by the authority.

281 9. An authority must notify the applicant of approval or  
282 denial by electronic mail. An authority shall approve a complete  
283 application unless it does not meet the authority's applicable  
284 codes. If the application is denied, the authority must specify  
285 in writing the basis for denial, including the specific code  
286 provisions on which the denial was based, and send the  
287 documentation to the applicant by electronic mail on the day the  
288 authority denies the application. The applicant may cure the  
289 deficiencies identified by the authority and resubmit the  
290 application within 30 days after notice of the denial is sent to  
291 the applicant. The authority shall approve or deny the revised  
292 application within 30 days after receipt or the application is  
293 deemed approved. Any subsequent review shall be limited to the  
294 deficiencies cited in the denial.

295 10. An applicant seeking to collocate small wireless  
296 facilities within the jurisdiction of a single authority may, at  
297 the applicant's discretion, file a consolidated application and  
298 receive a single permit for the collocation of up to 30 small  
299 wireless facilities. If the application includes multiple small  
300 wireless facilities, an authority may separately address small

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301 wireless facility collocations for which incomplete information  
302 has been received or which are denied.

303 11. An authority may deny a proposed collocation of a  
304 small wireless facility in the public rights-of-way if the  
305 proposed collocation:

306 a. Materially interferes with the safe operation of  
307 traffic control equipment.

308 b. Materially interferes with sight lines or clear zones  
309 for transportation, pedestrians, or public safety purposes.

310 c. Materially interferes with compliance with the  
311 Americans with Disabilities Act or similar federal or state  
312 standards regarding pedestrian access or movement.

313 d. Materially fails to comply with the 2010 edition of the  
314 Florida Department of Transportation Utility Accommodation  
315 Manual.

316 e. Fails to comply with applicable codes.

317 12. An authority may adopt by ordinance provisions for  
318 insurance coverage, indemnification, performance bonds, security  
319 funds, force majeure, abandonment, authority liability, or  
320 authority warranties. Such provisions must be reasonable and  
321 nondiscriminatory.

322 13. Collocation of a small wireless facility on an  
323 authority utility pole does not provide the basis for the  
324 imposition of an ad valorem tax on the authority utility pole.

325 14. An authority may reserve space on authority utility

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poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the authority utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.

15. A structure granted a permit and installed pursuant to this subsection shall comply with chapter 333 and federal regulations pertaining to airport airspace protections.

(e) An authority may not require approval or require fees or other charges for:

1. Routine maintenance;

2. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

3. Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure

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351 of a sidewalk, or closure of a vehicular lane.

352 (f) Collocation of small wireless facilities on authority  
353 utility poles is subject to the following requirements:

354 1. An authority may not enter into an exclusive  
355 arrangement with any person for the right to attach equipment to  
356 authority utility poles.

357 2. The rates and fees for collocations on authority  
358 utility poles must be nondiscriminatory, regardless of the  
359 services provided by the collocating person.

360 3. The rate to collocate small wireless facilities on an  
361 authority utility pole may not exceed \$150 per pole annually.

362 4. Agreements between authorities and wireless providers  
363 that are in effect on July 1, 2017, and that relate to the  
364 collocation of small wireless facilities in the right-of-way,  
365 including the collocation of small wireless facilities on  
366 authority utility poles, remain in effect, subject to applicable  
367 termination provisions. The wireless provider may accept the  
368 rates, fees, and terms established under this subsection for  
369 small wireless facilities and utility poles that are the subject  
370 of an application submitted after the rates, fees, and terms  
371 become effective.

372 5. A person owning or controlling an authority utility  
373 pole shall offer rates, fees, and other terms that comply with  
374 this subsection. By the later of January 1, 2018, or 3 months  
375 after receiving a request to collocate its first small wireless

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376 facility on a utility pole owned or controlled by an authority,  
377 the person owning or controlling the authority utility pole  
378 shall make available, through ordinance or otherwise, rates,  
379 fees, and terms for the collocation of small wireless facilities  
380 on the authority utility pole which comply with this subsection.

381 a. The rates, fees, and terms must be nondiscriminatory  
382 and competitively neutral and must comply with this subsection.

383 b. For an authority utility pole that supports an aerial  
384 facility used to provide communications services or electric  
385 service, the parties shall comply with the process for make-  
386 ready work under 47 U.S.C. s. 224 and implementing regulations.  
387 The good faith estimate of the person owning or controlling the  
388 pole for any make-ready work necessary to enable the pole to  
389 support the requested collocation must include pole replacement  
390 if necessary.

391 c. For an authority utility pole that does not support an  
392 aerial facility used to provide communications services or  
393 electric service, the authority shall provide a good faith  
394 estimate for any make-ready work necessary to enable the pole to  
395 support the requested collocation, including necessary pole  
396 replacement, within 60 days after receipt of a complete  
397 application. Make-ready work, including any pole replacement,  
398 must be completed within 60 days after written acceptance of the  
399 good faith estimate by the applicant. Alternatively, an  
400 authority may require the applicant seeking to collocate a small

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401 wireless facility to provide a make-ready estimate at the  
402 applicant's expense for the work necessary to support the small  
403 wireless facility, including pole replacement, and perform the  
404 make-ready work. If pole replacement is required, the scope of  
405 the make-ready estimate is limited to the design, fabrication,  
406 and installation of a utility pole that is substantially similar  
407 in color and composition. The authority may not condition or  
408 restrict the manner in which the applicant obtains, develops, or  
409 provides the estimate or conducts the make-ready work subject to  
410 usual construction restoration standards for work in the right-  
411 of-way. The replaced or altered utility pole shall remain the  
412 property of the authority.

413 d. An authority may not require more make-ready work than  
414 is required to meet applicable codes or industry standards. Fees  
415 for make-ready work may not include costs related to preexisting  
416 damage or prior noncompliance. Fees for make-ready work,  
417 including any pole replacement, may not exceed actual costs or  
418 the amount charged to communications services providers other  
419 than wireless services providers for similar work and may not  
420 include any consultant fee or expense.

421 (g) For any applications filed before the effective date  
422 of ordinances implementing this subsection, an authority may  
423 apply current ordinances relating to placement of communications  
424 facilities in the right-of-way related to registration,  
425 permitting, insurance coverage, indemnification, performance

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bonds, security funds, force majeure, abandonment, authority liability, or authority warranties. Permit application requirements and small wireless facility placement requirements, including utility pole height limits, that conflict with this subsection shall be waived by the authority.

(h) Except as provided in this section or specifically required by state law, an authority may not adopt or enforce any regulation on the placement or operation of communications facilities in the rights-of-way by a provider authorized by state law to operate in the rights-of-way and may not regulate any communications services or impose or collect any tax, fee, or charge not specifically authorized under state law. This paragraph does not alter any law regarding an authority's ability to regulate the relocation of facilities.

(i) A wireless provider shall, in relation to a small wireless facility, utility pole, or wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements of an authority that prohibit above-ground structures in public rights-of-way. Any such requirements may be waived by the authority.

(j) A wireless infrastructure provider may apply to an authority to place utility poles in the public rights-of-way to support the collocation of small wireless facilities. The application must include an attestation that small wireless facilities will be collocated on the utility pole or structure



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451 and will be used by a wireless services provider to provide  
452 service within 9 months after the date the application is  
453 approved. The authority shall accept and process the application  
454 in accordance with subparagraph (d)6. and any applicable codes  
455 and other local codes governing the placement of utility poles  
456 in the public rights-of-way.

457 (k) This subsection does not limit a local government's  
458 authority to enforce historic preservation zoning regulations  
459 consistent with the preservation of local zoning authority under  
460 47 U.S.C. s. 332(c)(7), the requirements for facility  
461 modifications under 47 U.S.C. s. 1455(a), or the National  
462 Historic Preservation Act of 1966, as amended, and the  
463 regulations adopted to implement such laws. An authority may  
464 enforce local codes, administrative rules, or regulations  
465 adopted by ordinance in effect on April 1, 2017, which are  
466 applicable to a historic area designated by the state or  
467 authority. An authority may enforce pending local ordinances,  
468 administrative rules, or regulations applicable to a historic  
469 area designated by the state if the intent to adopt such changes  
470 has been publicly declared on or before April 1, 2017. An  
471 authority may waive any ordinances or other requirements that  
472 are subject to this paragraph.

473 (l) This subsection does not authorize a person to  
474 collocate or attach wireless facilities, including any antenna,  
475 micro wireless facility, or small wireless facility, on a

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476 privately owned utility pole, a utility pole owned by an  
477 electric cooperative or a municipal electric utility, a  
478 privately owned wireless support structure, or other private  
479 property without the consent of the property owner.

480 (m) The approval of the installation, placement,  
481 maintenance, or operation of a small wireless facility pursuant  
482 to this subsection does not authorize the provision of any  
483 voice, data, or video communications services or the  
484 installation, placement, maintenance, or operation of any  
485 communications facilities other than small wireless facilities  
486 in the right-of-way.

487 (n) This subsection does not affect provisions relating to  
488 pass-through providers in subsection (6).

489 (o) This subsection does not authorize a person to  
490 collocate or attach small wireless facilities or micro wireless  
491 facilities on a utility pole, unless otherwise permitted by  
492 federal law, or erect a wireless support structure in the right-  
493 of-way located within a retirement community that:

494 1. Is deed restricted as housing for older persons as  
495 defined in s. 760.29(4)(b);

496 2. Has more than 5,000 residents; and

497 3. Has underground utilities for electric transmission or  
498 distribution.

499  
500 This paragraph does not apply to the installation, placement,

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501 maintenance, or replacement of micro wireless facilities on any  
502 existing and duly authorized aerial communications facilities,  
503 provided that once aerial facilities are converted to  
504 underground facilities, any such collocation or construction  
505 shall be only as provided by the municipality's underground  
506 utilities ordinance.

507 (p) This subsection does not authorize a person to  
508 collocate or attach small wireless facilities or micro wireless  
509 facilities on a utility pole, unless otherwise permitted by  
510 federal law, or erect a wireless support structure in the right-  
511 of-way located within a municipality that:

512 1. Is located on a coastal barrier island as defined in s.  
513 161.053(1)(b)3.;

514 2. Has a land area of less than 5 square miles;

515 3. Has fewer than 10,000 residents; and

516 4. Has, before July 1, 2017, received referendum approval  
517 to issue debt to finance municipal-wide undergrounding of its  
518 utilities for electric transmission or distribution.

519  
520 This paragraph does not apply to the installation, placement,  
521 maintenance, or replacement of micro wireless facilities on any  
522 existing and duly authorized aerial communications facilities,  
523 provided that once aerial facilities are converted to  
524 underground facilities, any such collocation or construction  
525 shall be only as provided by the municipality's underground

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526 | utilities ordinance.

527 |       (q) This subsection does not authorize a person to  
528 | collocate small wireless facilities or micro wireless facilities  
529 | on an authority utility pole or erect a wireless support  
530 | structure in a location subject to covenants, conditions,  
531 | restrictions, articles of incorporation, and bylaws of a  
532 | homeowners' association. This paragraph does not apply to the  
533 | installation, placement, maintenance, or replacement of micro  
534 | wireless facilities on any existing and duly authorized aerial  
535 | communications facilities.

536 |       Section 2. This act shall take effect July 1, 2017.



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Chairman Rodriguez and Members of the Planning Board**  
**From: Darby P. Delsalle, AICP, Planning Director**  
**Subject: Utility and Communication Facilities in the ROW**  
**Date: 12/12/2017**

---

### **Recommendation:**

It is recommended the Town Council approve the resolution to extend the temporary moratorium on the approval of development orders relating to locating telecommunication equipment within the Town's rights-of-way for a period of six (6) months to allow staff time to prepare an amendment to the Town's Code of Ordinances reflective of the recently amended Florida Statutes which shall be presented to the Town Council for adoption prior to the expiration of the temporary moratorium.

### **Background:**

On March 7, 2017, the Town Council imposed a six (6) month moratorium on the installation of the telecommunication equipment within the Town's rights-of-way. The action was taken in light of potential legislative changes being contemplated by the Florida House and Senate regarding such regulations. On June 23, 2017, the Governor of the State of Florida signed into law HB 865, titled the "Advanced Wireless Infrastructure Deployment Act." The bill, adopted by the State Legislature near the end of their 2017 legislative session, amended Section 337.401 of Florida Statute imposing upon local jurisdictions rules regarding the placement of small and micro wireless facilities within public rights-of-way. It is now incumbent upon the Town to update its regulations reflective of the changes that have occurred at the state level. This request for a six (6) month extension of the moratorium will afford staff the opportunity to thoroughly review the amended statutes, evaluate their implication, and prepare an ordinance to ensure our local codes comport with State Law. The remainder of this memorandum is a brief summary of the relevant new laws adopted by the State of Florida. Also attached are the key definitions related to the new statute and the permitting "shot clocks," (review time tables) outline therein ("Attachment A").

The drafting of the ordinance was conducted in an open manner that began with a Council Workshop held on March 13, 2017. Additional discussion was provided on July 25<sup>th</sup>, 2017 when the moratorium was extended six (6) months. The meeting was advertised and members of the utility and communication industry both attended and spoke. Staff shared drafts of the proposed ordinance on multiple occasions (10/18/2017, 10/27/2017, and 11/22/2017) and continued to meet with the utility and communication industry (3/28/17,

11/02/2017, and 11/22/2017) to discuss their concerns. The proposed ordinance is reflective of that effort. Florida Statute 337.401(7)-, attached herein ("Attachment B") does not permit municipalities to be more restrictive than that set forth by State Law, but provides for certain processes, clear definitions, and review criteria, to facilitate the placement of telecommunication facilities in the rights-of-way while considering the community's desires for these services and the industries needs in providing the utility.

The State Legislature introduced a negotiation period that provides the Town and the applicant an opportunity to collaboratively consider applications for telecommunication facilities within the public rights-of-way. An applicant may apply for a single building permit to address multiple locations (up to 30). Each location may be considered individually, and review and response times tracked accordingly. The statute now requires all correspondence, including those related to approvals and denials, issued by a local jurisdiction to the applicant, to be by electronic mail.

Specific statutory review criteria and design standards will govern the Town's basis for approval or denial in the Code once drafted and approved by the Town Council after a public hearing. Review criteria regarding stealth and concealment options, the distance between poles, pole height and collocation are provided below.

- Stealth and concealment options may be incorporated into the Town's code provided a waiver procedure is afforded the applicant where it can be demonstrated that such design is not (1) reasonably compatible or (2) imposes an excessive expense.
- Distance Separations between poles cannot be required, however within 14 days of an application, the Town may request relocation or an alternative pole, or other objective design standards. If such a request is made, the law allows for 30 days of negotiation with the applicant. If no agreement is reached, the Town must approve or deny within 90 days of the original application.
- Maximum pole height may be limited by the Town to the height of any pole in existence as of 07/01/2017, that is within 500' of the requested location. However, if no existing pole is within 500' of the proposed, the default height is 50'. Nevertheless, any antenna may be 10' feet higher than the pole to which it is attached.
- Collocation of additional antenna on a pole cannot be required by Town, nor can the town require multiple systems on a single antenna. Private pole antenna location requires consent of pole owner.

Finally, the amended Statute clarifies what is grounds for denial of application. Denial may be rendered if any of the conditions described in this memorandum are met and/or:

- Safe operation of Traffic Control Equipment is compromised.
- Site lines and clear zones for traffic and pedestrians are obstructed by the pole or equipment.
- ADA standards are violated
- Noncompliance with the 2010 editions of the FDOT Utility Accommodation Manual.
- Noncompliance with other applicable safety code.

## **ATTACHMENTS:**

Description

**Attachment A**

**Attachment B**

**Ordinance**

## ATTACHMENT A

### HB 687

#### ADVANCED WIRELESS DEPLOYMENT ACT

##### Pertinent Definitions and Shot Clocks

#### **PERTINENT DEFINITIONS**

*Micro wireless facility* is a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, 12 inches in height, and an exterior antenna, if any, no longer than 11 inches

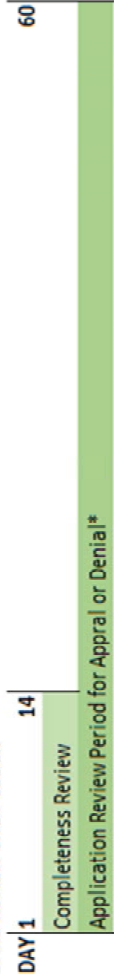
*Small wireless facility* is a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

*Wireless facility* includes equipment at a fixed location what enable wireless communications between user equipment and a communications network, such as transceivers, antennas, wires, coaxial or fiber-optic cable, power supply, and equipment associated with wireless communications.

*Wireless support structure* is a freestanding structure, such as a monopole, a guyed or self-supporting tower or another existing or proposed structure designed to support or capable of supporting wireless facilities. Term does not include utility poles

SHOT CLOCK TIME TABLES

STANDARD REVIEW SHOT CLOCK



\* Town and applicant may mutually agree to extend Application Review Period

DENIED APPLICATION PROCEDURE

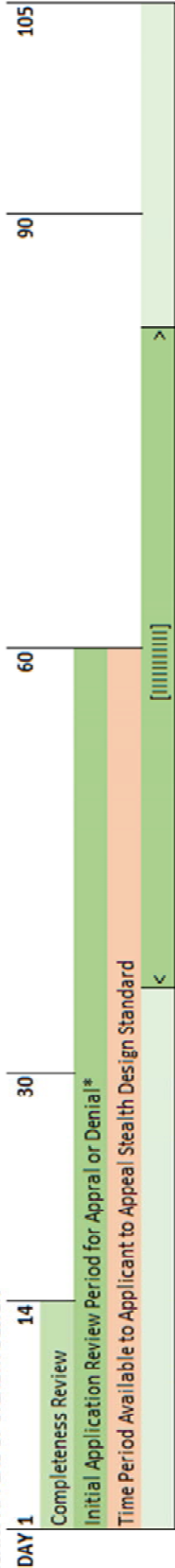


Sliding Scale: Town must respond with 30 days of applicant's resubmittal

TOWN REQUEST FOR ALTERNATE LOCATION SHOT CLOCK



APPLICANT APPEAL OF STEALTH DESIGN



Sliding Scale: Town must respond with 45 days of Applicant's Appeal



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1  
2       An act relating to utilities; amending s. 337.401,  
3       F.S.; authorizing the Department of Transportation and  
4       certain local governmental entities to prescribe and  
5       enforce rules or regulations regarding the placing and  
6       maintaining of certain voice or data communications  
7       services lines or wireless facilities on certain  
8       rights-of-way; providing a short title; providing  
9       definitions; prohibiting an authority from  
10      prohibiting, regulating, or charging for the  
11      collocation of small wireless facilities in public  
12      rights-of-way under certain circumstances; authorizing  
13      an authority to require a registration process and  
14      permit fees under certain circumstances; requiring an  
15      authority to accept, process, and issue applications  
16      for permits subject to specified requirements;  
17      prohibiting an authority from requiring approval or  
18      requiring fees or other charges for routine  
19      maintenance, the replacement of certain wireless  
20      facilities, or the installation, placement,  
21      maintenance, or replacement of certain micro wireless  
22      facilities; providing an exception; providing  
23      requirements for the collocation of small wireless  
24      facilities on authority utility poles; providing  
25      requirements for rates, fees, and other terms related

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26       to authority utility poles; authorizing an authority  
27       to apply current ordinances regulating placement of  
28       communications facilities in the right-of-way for  
29       certain applications; requiring an authority to waive  
30       certain permit application requirements and small  
31       wireless facility placement requirements; prohibiting  
32       an authority from adopting or enforcing any regulation  
33       on the placement or operation of certain  
34       communications facilities and from regulating any  
35       communications services or imposing or collecting any  
36       tax, fee, or charge not specifically authorized under  
37       state law; providing construction; requiring a  
38       wireless provider to comply with certain  
39       nondiscriminatory undergrounding requirements of an  
40       authority; authorizing the authority to waive any such  
41       requirements; authorizing a wireless infrastructure  
42       provider to apply to an authority to place utility  
43       poles in the public rights-of-way to support the  
44       collocation of small wireless facilities; providing  
45       application requirements; requiring the authority to  
46       accept and process the application subject to certain  
47       requirements; providing construction; authorizing an  
48       authority to enforce certain local codes,  
49       administrative rules, or regulations; authorizing an  
50       authority to enforce certain pending local ordinances,

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administrative rules, or regulations under certain  
circumstances, subject to waiver by the authority;  
providing construction; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (a) of subsection (1) of section  
337.401, Florida Statutes, is amended, and subsection (7) is  
added to that section, to read:

337.401 Use of right-of-way for utilities subject to  
regulation; permit; fees.—

(1)(a) The department and local governmental entities,  
referred to in this section and in ss. 337.402, 337.403, and  
337.404 as the "authority," that have jurisdiction and control  
of public roads or publicly owned rail corridors are authorized  
to prescribe and enforce reasonable rules or regulations with  
reference to the placing and maintaining across, on, or within  
the right-of-way limits of any road or publicly owned rail  
corridors under their respective jurisdictions any electric  
transmission, voice ~~telephone~~, telegraph, data, or other  
communications services lines or wireless facilities; pole  
lines; poles; railways; ditches; sewers; water, heat, or gas  
mains; pipelines; fences; gasoline tanks and pumps; or other  
structures referred to in this section and in ss. 337.402,  
337.403, and 337.404 as the "utility." The department may enter

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76 into a permit-delegation agreement with a governmental entity if  
77 issuance of a permit is based on requirements that the  
78 department finds will ensure the safety and integrity of  
79 facilities of the Department of Transportation; however, the  
80 permit-delegation agreement does not apply to facilities of  
81 electric utilities as defined in s. 366.02(2).

82 (7) (a) This subsection may be cited as the "Advanced  
83 Wireless Infrastructure Deployment Act."

84 (b) As used in this subsection, the term:

85 1. "Antenna" means communications equipment that transmits  
86 or receives electromagnetic radio frequency signals used in  
87 providing wireless services.

88 2. "Applicable codes" means uniform building, fire,  
89 electrical, plumbing, or mechanical codes adopted by a  
90 recognized national code organization or local amendments to  
91 those codes enacted solely to address threats of destruction of  
92 property or injury to persons, or local codes or ordinances  
93 adopted to implement this subsection. The term includes  
94 objective design standards adopted by ordinance that may require  
95 a new utility pole that replaces an existing utility pole to be  
96 of substantially similar design, material, and color or that may  
97 require reasonable spacing requirements concerning the location  
98 of ground-mounted equipment. The term includes objective design  
99 standards adopted by ordinance that may require a small wireless  
100 facility to meet reasonable location context, color, stealth,

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101 and concealment requirements; however, such design standards may  
102 be waived by the authority upon a showing that the design  
103 standards are not reasonably compatible for the particular  
104 location of a small wireless facility or that the design  
105 standards impose an excessive expense. The waiver shall be  
106 granted or denied within 45 days after the date of the request.

107 3. "Applicant" means a person who submits an application  
108 and is a wireless provider.

109 4. "Application" means a request submitted by an applicant  
110 to an authority for a permit to collocate small wireless  
111 facilities.

112 5. "Authority" means a county or municipality having  
113 jurisdiction and control of the rights-of-way of any public  
114 road. The term does not include the Department of  
115 Transportation. Rights-of-way under the jurisdiction and control  
116 of the department are excluded from this subsection.

117 6. "Authority utility pole" means a utility pole owned by  
118 an authority in the right-of-way. The term does not include a  
119 utility pole owned by a municipal electric utility, a utility  
120 pole used to support municipally owned or operated electric  
121 distribution facilities, or a utility pole located in the right-  
122 of-way within:

123 a. A retirement community that:

124 (I) Is deed restricted as housing for older persons as  
125 defined in s. 760.29(4)(b);

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126        (II) Has more than 5,000 residents; and  
127        (III) Has underground utilities for electric transmission  
128 or distribution.

129        b. A municipality that:

130        (I) Is located on a coastal barrier island as defined in  
131 s. 161.053(1)(b)3.;

132        (II) Has a land area of less than 5 square miles;

133        (III) Has less than 10,000 residents; and

134        (IV) Has, before July 1, 2017, received referendum  
135 approval to issue debt to finance municipal-wide undergrounding  
136 of its utilities for electric transmission or distribution.

137        7. "Collocate" or "collocation" means to install, mount,  
138 maintain, modify, operate, or replace one or more wireless  
139 facilities on, under, within, or adjacent to a wireless support  
140 structure or utility pole. The term does not include the  
141 installation of a new utility pole or wireless support structure  
142 in the public rights-of-way.

143        8. "FCC" means the Federal Communications Commission.

144        9. "Micro wireless facility" means a small wireless  
145 facility having dimensions no larger than 24 inches in length,  
146 15 inches in width, and 12 inches in height and an exterior  
147 antenna, if any, no longer than 11 inches.

148        10. "Small wireless facility" means a wireless facility  
149 that meets the following qualifications:

150        a. Each antenna associated with the facility is located

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151 inside an enclosure of no more than 6 cubic feet in volume or,  
152 in the case of antennas that have exposed elements, each antenna  
153 and all of its exposed elements could fit within an enclosure of  
154 no more than 6 cubic feet in volume; and

155 b. All other wireless equipment associated with the  
156 facility is cumulatively no more than 28 cubic feet in volume.  
157 The following types of associated ancillary equipment are not  
158 included in the calculation of equipment volume: electric  
159 meters, concealment elements, telecommunications demarcation  
160 boxes, ground-based enclosures, grounding equipment, power  
161 transfer switches, cutoff switches, vertical cable runs for the  
162 connection of power and other services, and utility poles or  
163 other support structures.

164 11. "Utility pole" means a pole or similar structure that  
165 is used in whole or in part to provide communications services  
166 or for electric distribution, lighting, traffic control,  
167 signage, or a similar function. The term includes the vertical  
168 support structure for traffic lights but does not include a  
169 horizontal structure to which signal lights or other traffic  
170 control devices are attached and does not include a pole or  
171 similar structure 15 feet in height or less unless an authority  
172 grants a waiver for such pole.

173 12. "Wireless facility" means equipment at a fixed  
174 location which enables wireless communications between user  
175 equipment and a communications network, including radio

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transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and

equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;

b. Wireline backhaul facilities; or

c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

13. "Wireless infrastructure provider" means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

14. "Wireless provider" means a wireless infrastructure provider or a wireless services provider.

15. "Wireless services" means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

16. "Wireless services provider" means a person who provides wireless services.

17. "Wireless support structure" means a freestanding structure, such as a monopole, a guyed or self-supporting tower,



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201 or another existing or proposed structure designed to support or  
202 capable of supporting wireless facilities. The term does not  
203 include a utility pole.

204 (c) Except as provided in this subsection, an authority  
205 may not prohibit, regulate, or charge for the collocation of  
206 small wireless facilities in the public rights-of-way.

207 (d) An authority may require a registration process and  
208 permit fees in accordance with subsection (3). An authority  
209 shall accept applications for permits and shall process and  
210 issue permits subject to the following requirements:

211 1. An authority may not directly or indirectly require an  
212 applicant to perform services unrelated to the collocation for  
213 which approval is sought, such as in-kind contributions to the  
214 authority, including reserving fiber, conduit, or pole space for  
215 the authority.

216 2. An applicant may not be required to provide more  
217 information to obtain a permit than is necessary to demonstrate  
218 the applicant's compliance with applicable codes for the  
219 placement of small wireless facilities in the locations  
220 identified the application.

221 3. An authority may not require the placement of small  
222 wireless facilities on any specific utility pole or category of  
223 poles or require multiple antenna systems on a single utility  
224 pole.

225 4. An authority may not limit the placement of small

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226 wireless facilities by minimum separation distances. However,  
227 within 14 days after the date of filing the application, an  
228 authority may request that the proposed location of a small  
229 wireless facility be moved to another location in the right-of-  
230 way and placed on an alternative authority utility pole or  
231 support structure or may place a new utility pole. The authority  
232 and the applicant may negotiate the alternative location,  
233 including any objective design standards and reasonable spacing  
234 requirements for ground-based equipment, for 30 days after the  
235 date of the request. At the conclusion of the negotiation  
236 period, if the alternative location is accepted by the  
237 applicant, the applicant must notify the authority of such  
238 acceptance and the application shall be deemed granted for any  
239 new location for which there is agreement and all other  
240 locations in the application. If an agreement is not reached,  
241 the applicant must notify the authority of such nonagreement and  
242 the authority must grant or deny the original application within  
243 90 days after the date the application was filed. A request for  
244 an alternative location, an acceptance of an alternative  
245 location, or a rejection of an alternative location must be in  
246 writing and provided by electronic mail.

247 5. An authority shall limit the height of a small wireless  
248 facility to 10 feet above the utility pole or structure upon  
249 which the small wireless facility is to be collocated. Unless  
250 waived by an authority, the height for a new utility pole is

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251 limited to the tallest existing utility pole as of July 1, 2017,  
252 located in the same right-of-way, other than a utility pole for  
253 which a waiver has previously been granted, measured from grade  
254 in place within 500 feet of the proposed location of the small  
255 wireless facility. If there is no utility pole within 500 feet,  
256 the authority shall limit the height of the utility pole to 50  
257 feet.

258 6. Except as provided in subparagraphs 4. and 5., the  
259 installation of a utility pole in the public rights-of-way  
260 designed to support a small wireless facility shall be subject  
261 to authority rules or regulations governing the placement of  
262 utility poles in the public rights-of-way and shall be subject  
263 to the application review timeframes in this subsection.

264 7. Within 14 days after receiving an application, an  
265 authority must determine and notify the applicant by electronic  
266 mail as to whether the application is complete. If an  
267 application is deemed incomplete, the authority must  
268 specifically identify the missing information. An application is  
269 deemed complete if the authority fails to provide notification  
270 to the applicant within 14 days.

271 8. An application must be processed on a nondiscriminatory  
272 basis. A complete application is deemed approved if an authority  
273 fails to approve or deny the application within 60 days after  
274 receipt of the application. If an authority does not use the 30-  
275 day negotiation period provided in subparagraph 4., the parties

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276 may mutually agree to extend the 60-day application review  
277 period. The authority shall grant or deny the application at the  
278 end of the extended period. A permit issued pursuant to an  
279 approved application shall remain effective for 1 year unless  
280 extended by the authority.

281 9. An authority must notify the applicant of approval or  
282 denial by electronic mail. An authority shall approve a complete  
283 application unless it does not meet the authority's applicable  
284 codes. If the application is denied, the authority must specify  
285 in writing the basis for denial, including the specific code  
286 provisions on which the denial was based, and send the  
287 documentation to the applicant by electronic mail on the day the  
288 authority denies the application. The applicant may cure the  
289 deficiencies identified by the authority and resubmit the  
290 application within 30 days after notice of the denial is sent to  
291 the applicant. The authority shall approve or deny the revised  
292 application within 30 days after receipt or the application is  
293 deemed approved. Any subsequent review shall be limited to the  
294 deficiencies cited in the denial.

295 10. An applicant seeking to collocate small wireless  
296 facilities within the jurisdiction of a single authority may, at  
297 the applicant's discretion, file a consolidated application and  
298 receive a single permit for the collocation of up to 30 small  
299 wireless facilities. If the application includes multiple small  
300 wireless facilities, an authority may separately address small

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301 wireless facility collocations for which incomplete information  
302 has been received or which are denied.

303 11. An authority may deny a proposed collocation of a  
304 small wireless facility in the public rights-of-way if the  
305 proposed collocation:

306 a. Materially interferes with the safe operation of  
307 traffic control equipment.

308 b. Materially interferes with sight lines or clear zones  
309 for transportation, pedestrians, or public safety purposes.

310 c. Materially interferes with compliance with the  
311 Americans with Disabilities Act or similar federal or state  
312 standards regarding pedestrian access or movement.

313 d. Materially fails to comply with the 2010 edition of the  
314 Florida Department of Transportation Utility Accommodation  
315 Manual.

316 e. Fails to comply with applicable codes.

317 12. An authority may adopt by ordinance provisions for  
318 insurance coverage, indemnification, performance bonds, security  
319 funds, force majeure, abandonment, authority liability, or  
320 authority warranties. Such provisions must be reasonable and  
321 nondiscriminatory.

322 13. Collocation of a small wireless facility on an  
323 authority utility pole does not provide the basis for the  
324 imposition of an ad valorem tax on the authority utility pole.

325 14. An authority may reserve space on authority utility

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poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the authority utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.

15. A structure granted a permit and installed pursuant to this subsection shall comply with chapter 333 and federal regulations pertaining to airport airspace protections.

(e) An authority may not require approval or require fees or other charges for:

1. Routine maintenance;

2. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

3. Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure

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351 of a sidewalk, or closure of a vehicular lane.

352 (f) Collocation of small wireless facilities on authority  
353 utility poles is subject to the following requirements:

354 1. An authority may not enter into an exclusive  
355 arrangement with any person for the right to attach equipment to  
356 authority utility poles.

357 2. The rates and fees for collocations on authority  
358 utility poles must be nondiscriminatory, regardless of the  
359 services provided by the collocating person.

360 3. The rate to collocate small wireless facilities on an  
361 authority utility pole may not exceed \$150 per pole annually.

362 4. Agreements between authorities and wireless providers  
363 that are in effect on July 1, 2017, and that relate to the  
364 collocation of small wireless facilities in the right-of-way,  
365 including the collocation of small wireless facilities on  
366 authority utility poles, remain in effect, subject to applicable  
367 termination provisions. The wireless provider may accept the  
368 rates, fees, and terms established under this subsection for  
369 small wireless facilities and utility poles that are the subject  
370 of an application submitted after the rates, fees, and terms  
371 become effective.

372 5. A person owning or controlling an authority utility  
373 pole shall offer rates, fees, and other terms that comply with  
374 this subsection. By the later of January 1, 2018, or 3 months  
375 after receiving a request to collocate its first small wireless

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376 facility on a utility pole owned or controlled by an authority,  
377 the person owning or controlling the authority utility pole  
378 shall make available, through ordinance or otherwise, rates,  
379 fees, and terms for the collocation of small wireless facilities  
380 on the authority utility pole which comply with this subsection.

381 a. The rates, fees, and terms must be nondiscriminatory  
382 and competitively neutral and must comply with this subsection.

383 b. For an authority utility pole that supports an aerial  
384 facility used to provide communications services or electric  
385 service, the parties shall comply with the process for make-  
386 ready work under 47 U.S.C. s. 224 and implementing regulations.  
387 The good faith estimate of the person owning or controlling the  
388 pole for any make-ready work necessary to enable the pole to  
389 support the requested collocation must include pole replacement  
390 if necessary.

391 c. For an authority utility pole that does not support an  
392 aerial facility used to provide communications services or  
393 electric service, the authority shall provide a good faith  
394 estimate for any make-ready work necessary to enable the pole to  
395 support the requested collocation, including necessary pole  
396 replacement, within 60 days after receipt of a complete  
397 application. Make-ready work, including any pole replacement,  
398 must be completed within 60 days after written acceptance of the  
399 good faith estimate by the applicant. Alternatively, an  
400 authority may require the applicant seeking to collocate a small



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401 wireless facility to provide a make-ready estimate at the  
402 applicant's expense for the work necessary to support the small  
403 wireless facility, including pole replacement, and perform the  
404 make-ready work. If pole replacement is required, the scope of  
405 the make-ready estimate is limited to the design, fabrication,  
406 and installation of a utility pole that is substantially similar  
407 in color and composition. The authority may not condition or  
408 restrict the manner in which the applicant obtains, develops, or  
409 provides the estimate or conducts the make-ready work subject to  
410 usual construction restoration standards for work in the right-  
411 of-way. The replaced or altered utility pole shall remain the  
412 property of the authority.

413 d. An authority may not require more make-ready work than  
414 is required to meet applicable codes or industry standards. Fees  
415 for make-ready work may not include costs related to preexisting  
416 damage or prior noncompliance. Fees for make-ready work,  
417 including any pole replacement, may not exceed actual costs or  
418 the amount charged to communications services providers other  
419 than wireless services providers for similar work and may not  
420 include any consultant fee or expense.

421 (g) For any applications filed before the effective date  
422 of ordinances implementing this subsection, an authority may  
423 apply current ordinances relating to placement of communications  
424 facilities in the right-of-way related to registration,  
425 permitting, insurance coverage, indemnification, performance

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bonds, security funds, force majeure, abandonment, authority liability, or authority warranties. Permit application requirements and small wireless facility placement requirements, including utility pole height limits, that conflict with this subsection shall be waived by the authority.

(h) Except as provided in this section or specifically required by state law, an authority may not adopt or enforce any regulation on the placement or operation of communications facilities in the rights-of-way by a provider authorized by state law to operate in the rights-of-way and may not regulate any communications services or impose or collect any tax, fee, or charge not specifically authorized under state law. This paragraph does not alter any law regarding an authority's ability to regulate the relocation of facilities.

(i) A wireless provider shall, in relation to a small wireless facility, utility pole, or wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements of an authority that prohibit above-ground structures in public rights-of-way. Any such requirements may be waived by the authority.

(j) A wireless infrastructure provider may apply to an authority to place utility poles in the public rights-of-way to support the collocation of small wireless facilities. The application must include an attestation that small wireless facilities will be collocated on the utility pole or structure

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451 and will be used by a wireless services provider to provide  
452 service within 9 months after the date the application is  
453 approved. The authority shall accept and process the application  
454 in accordance with subparagraph (d)6. and any applicable codes  
455 and other local codes governing the placement of utility poles  
456 in the public rights-of-way.

457 (k) This subsection does not limit a local government's  
458 authority to enforce historic preservation zoning regulations  
459 consistent with the preservation of local zoning authority under  
460 47 U.S.C. s. 332(c)(7), the requirements for facility  
461 modifications under 47 U.S.C. s. 1455(a), or the National  
462 Historic Preservation Act of 1966, as amended, and the  
463 regulations adopted to implement such laws. An authority may  
464 enforce local codes, administrative rules, or regulations  
465 adopted by ordinance in effect on April 1, 2017, which are  
466 applicable to a historic area designated by the state or  
467 authority. An authority may enforce pending local ordinances,  
468 administrative rules, or regulations applicable to a historic  
469 area designated by the state if the intent to adopt such changes  
470 has been publicly declared on or before April 1, 2017. An  
471 authority may waive any ordinances or other requirements that  
472 are subject to this paragraph.

473 (l) This subsection does not authorize a person to  
474 collocate or attach wireless facilities, including any antenna,  
475 micro wireless facility, or small wireless facility, on a

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476 privately owned utility pole, a utility pole owned by an  
477 electric cooperative or a municipal electric utility, a  
478 privately owned wireless support structure, or other private  
479 property without the consent of the property owner.

480 (m) The approval of the installation, placement,  
481 maintenance, or operation of a small wireless facility pursuant  
482 to this subsection does not authorize the provision of any  
483 voice, data, or video communications services or the  
484 installation, placement, maintenance, or operation of any  
485 communications facilities other than small wireless facilities  
486 in the right-of-way.

487 (n) This subsection does not affect provisions relating to  
488 pass-through providers in subsection (6).

489 (o) This subsection does not authorize a person to  
490 collocate or attach small wireless facilities or micro wireless  
491 facilities on a utility pole, unless otherwise permitted by  
492 federal law, or erect a wireless support structure in the right-  
493 of-way located within a retirement community that:

494 1. Is deed restricted as housing for older persons as  
495 defined in s. 760.29(4)(b);

496 2. Has more than 5,000 residents; and

497 3. Has underground utilities for electric transmission or  
498 distribution.

499  
500 This paragraph does not apply to the installation, placement,

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501 maintenance, or replacement of micro wireless facilities on any  
502 existing and duly authorized aerial communications facilities,  
503 provided that once aerial facilities are converted to  
504 underground facilities, any such collocation or construction  
505 shall be only as provided by the municipality's underground  
506 utilities ordinance.

507 (p) This subsection does not authorize a person to  
508 collocate or attach small wireless facilities or micro wireless  
509 facilities on a utility pole, unless otherwise permitted by  
510 federal law, or erect a wireless support structure in the right-  
511 of-way located within a municipality that:

512 1. Is located on a coastal barrier island as defined in s.  
513 161.053(1)(b)3.;

514 2. Has a land area of less than 5 square miles;

515 3. Has fewer than 10,000 residents; and

516 4. Has, before July 1, 2017, received referendum approval  
517 to issue debt to finance municipal-wide undergrounding of its  
518 utilities for electric transmission or distribution.

519  
520 This paragraph does not apply to the installation, placement,  
521 maintenance, or replacement of micro wireless facilities on any  
522 existing and duly authorized aerial communications facilities,  
523 provided that once aerial facilities are converted to  
524 underground facilities, any such collocation or construction  
525 shall be only as provided by the municipality's underground

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526 | utilities ordinance.

527 |       (q) This subsection does not authorize a person to  
528 | collocate small wireless facilities or micro wireless facilities  
529 | on an authority utility pole or erect a wireless support  
530 | structure in a location subject to covenants, conditions,  
531 | restrictions, articles of incorporation, and bylaws of a  
532 | homeowners' association. This paragraph does not apply to the  
533 | installation, placement, maintenance, or replacement of micro  
534 | wireless facilities on any existing and duly authorized aerial  
535 | communications facilities.

536 |       Section 2. This act shall take effect July 1, 2017.

**ORDINANCE NO. 17-\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 35, ARTICLE II, COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY; RELATING TO THE PLACEMENT OF UTILITIES OTHER THAN COMMUNICATION FACILITIES LOCATED WITHIN THE RIGHTS-OF-WAY, BOTH ABOVE AND BELOW GROUND; CREATING ARTICLE III, PROVIDING FOR REGULATIONS RELATING TO THE PLACEMENT OF COMMUNICATION FACILITIES, WIRELESS FACILITIES, PASS-THROUGH FACILITIES, AND OTHER SIMILAR FACILITIES, WITHIN THE TOWNS RIGHTS-OF-WAY, BOTH ABOVE AND BELOW GROUND; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the provision of communications services and other utilities to residents of and visitors to the Town of Miami Lakes (the "Town") is both an important amenity and a necessity of public and private life in the Town; and

**WHEREAS**, the demand for communications services has grown in recent years, and continues to grow exponentially, requiring the continual upgrading of communications facilities and services to satisfy a growing demand; and

**WHEREAS**, Section 337.401 of Florida Statutes states that since both Federal and State Law require the nondiscriminatory treatment to providers of all communications services it is the intent of the State Legislature that municipalities treat providers of communication services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the Town's rights-of-way; and

**WHEREAS**, rules and regulations imposed by a municipality relating to communication service providers that desire to place or maintain communications facilities in the Town's rights-of-way must be generally nondiscriminatory and competitively neutral and, notwithstanding any other law, may not require providers of communications services to apply for or enter into an individual license, franchise, or other agreement with the Town as a condition of placing or maintaining communications facilities in the Town's rights-of-way; and

**WHEREAS**, Section 337.401(3)(g) of Florida Statutes provides that a municipality may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or the Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

**WHEREAS**, the Florida legislature, during their 2017 legislative session, adopted Florida Statutes 337.401(7), titled the "Advanced Wireless Communications Act," which detail a municipality's regulatory authority to regulate wireless facilities within its rights-of-ways; and

**WHEREAS**, it is the Town's intent to exercise its authority over communication service providers, communication facility providers and pass-through providers' placement and maintenance of facilities in its rights-of-way; and

**WHEREAS**, it is also the Town's intent to treat each such provider in a reasonable, nondiscriminatory, and competitively neutral manner in exercising such authority; which authority is limited to only those matters necessary to manage the its rights-of-way; and



**WHEREAS**, the Town's rights-of-way are essential for the travel of persons and the transport of goods throughout the Town; and are a unique and physically limited resource requiring proper management by the Town in order to maximize efficiency, minimize costs to Town taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

**WHEREAS**, it is the further intent of the Town to exercise its authority to adopt reasonable rules and regulations to the fullest extent allowed by Federal and State law; and

**WHEREAS**, the Town has reviewed its ordinances and has received input from representatives of the communications service industry, and as a result of the foregoing has concluded that Town's Code of Ordinances must be updated and amended in order to conform with Federal and State laws and rules, regarding the placement and maintenance of new, existing, and expanded communications facilities in the Town's rights-of-way; and

**WHEREAS**, adoption of the following ordinance is necessary to satisfy the above objectives; and

**WHEREAS**, the Town Council believes it is in the best interest of the Town to adopt this ordinance amending Chapter 35, Article II and Creating Chapter 35, Article III for inclusion the Town's Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** Each of the above stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Findings.** After considering Staff's report, both submitted in writing and presented orally and the public comment, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan Code.

**Section 3. Approval.** The Town Council hereby adopts the amendment as provided at Exhibit "A," and as incorporated herein.

**Section 4. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

**Section 7. Effective date.** This Ordinance shall become effective immediately upon adoption.

### FIRST READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

## SECOND READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

EXHIBIT A  
PROPOSED ORDINANCE

## ARTICLE II. – ~~COMMUNICATIONS~~ UTILITY FACILITIES IN PUBLIC RIGHTS-OF-WAY

### DIVISION 1. Generally.

#### Sec. 35-25 Intent and Purpose.

It is the intent of the Town of Miami Lakes to promote the public health, safety and general welfare by: providing regulations governing the placement or maintenance of utilities, other than Communications Facilities, in the Town's Public Rights-of-way; adopting and administering reasonable rules and regulations not inconsistent with State and Federal law, as each may be amended from time to time, and other Federal and State law; establishing reasonable rules and regulations necessary to manage the placement or maintenance of utilities, in the Town's Public Rights-of-way by all utility providers; minimizing disruption to the Town's Public Rights-of-way; establishing reasonable rules and regulations necessary to manage the placement or maintenance of utilities; and minimizing disruption to the Town's Public Rights-of-way. In regulating its Public Rights-of-way, the Town shall be governed by and shall comply with all applicable Federal and State Laws.

Persons seeking to place or maintain Utilities, in the Town's Public Rights-of-way shall comply with the provisions of this Article or as may otherwise be addressed in a Franchise Agreement pursuant to this Article. Persons seeking to place or maintain Utilities on private real- property or other real- property to which the Town, Miami-Dade County, the School District of Miami-Dade County, the South Florida Water Management District, the State of Florida or the Federal Government own a fee simple or leasehold interest in real property, located within the municipal boundaries of the Town shall comply with the provisions of the Chapter 13, Land Development Code (LDC), to the extent it applies.

#### 35-265. - Definitions.

For purposes of this ~~Article~~ article the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words not otherwise defined in this section or in any permit that may be granted pursuant to this article shall be given the meaning set forth in the Communications Act of 1934, 47 USC 151 et seq., as amended (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida Statutes; and, if not defined by Florida Statutes, shall be construed to mean the common and ordinary meaning.

Abandonment, or Abandoned means 90 or more consecutive days with the absence of any active user of a Facility. An Abandoned utility shall be removed or cured as required by this Article. This term shall not include cessation of all use of a Facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the utility. The term shall also exclude the temporary cessation of the provision of Facility where the Utility intends to re-establish the provision of Facility's services in the future. The temporary cessation with intent to re-activate must be documented to the satisfaction of the Town Public Works Director. ~~means the permanent cessation of all uses of a communications facility, provided that this term shall not include cessation of all use of a communication facility within a physical~~

~~structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be an "abandonment" of a communications facility in the public rights-of-way.~~

*Applicable Codes* means uniform building, fire electrical, plumbing, or mechanical codes adopted a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes ordinances adopted to implement this Article. The term includes objective design standards provided in this Article that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards provided in this Article that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived upon a showing that the design standards are not reasonably combative for the particular location of the small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within 45 days after the date of the request.

*Communications Facility or Communications System* means any permanent or temporary plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, Antennas, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the Town and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer Communication Services. Pursuant to F.S. § 337.401(6)(c), Communication Facility for purposes of this article shall not include communications facilities owned, operated or used by electric utilities or regional transmission organizations exclusively for internal communications purposes.

~~*Communications Services* means the transmission, conveyance or routing of voice, data, audio, video or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. For the purpose of this article, cable service, as defined in F.S. § 202.11(2), is not included in this definition and cable service providers or providers of service via an open video system may be subject to other ordinances of the Town and shall require separate authorization from the Town.~~

~~*Communications Services Provider* means any person making available or providing communications services through the placement or maintenance of a communications facility in public rights-of-way.~~

*Emergency* means situations of a serious nature, developing suddenly and unexpectedly, and demanding immediate action that will affect public safety, disruption of utility service, or damage to the Rights-of-Way, and conditions that affects the public's health, safety or welfare.

*Facility or Facilities* means any tangible thing located in any Public Rights-of-way used to deliver the services of a Utility.

~~*FCC* means the Federal Communications Commission.~~

*Florida Building Code* means the Florida Building Code promulgated under Chapter 553, *Florida Statutes* and includes the Miami-Dade County Amendments thereto as both may be amended from time to time.

*In Public Rights-of-Way or In the Public Rights-of-Way* means over, above, in, on or under the Public Rights-of-way within the Town over which the Town has jurisdiction, control and authority to regulate. The term also includes those Rights-of-way over which the County or State has

jurisdiction and authority under the Florida Transportation Code, Chapter 334, Florida Statutes, as same may be amended from time to time, but where the County or State or both have delegated to the Town the authority to regulate the registration, permitting, placement, installation and maintenance of Facilities in accordance with Chapter 35 of the Town Code of Ordinances. ~~means in, on, over, under or across the public rights-of-way.~~

LDC. means the, Chapter 13 of the Town of Miami Lakes Code of Ordinances, titled “Land Development Code.

Occupant means electric, gas (natural, manufactured or similar gaseous substance), water or sewer utility, or other similar type of entity that places or maintains facilities of whatever type in the Town's Public Roads or Public Rights-of-Way.

Permit means the Public Right-of-way permit that must be obtained before a Person may construct in the Public Right-of-way and shall include, but not be limited to Town Right-of-Way engineering and construction permits issued by the Town Public Works Director.

Person means any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative and all other groups or combinations, but shall not include the Town to the extent permitted by applicable law.

Place or Maintain or Placement or Maintenance or Placing or Maintaining means to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A ~~communications-services-provider~~ Utility that owns or exercises physical control over ~~communications-facilities~~ Facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the ~~communications-facilities~~ Facilities through which such service is provided.

Public Rights-of-Way means a public right-of-way, public utility easement, highway, street, bridge, tunnel, pier, waterway, dock, wharf, court, lane, path or alley or any other property for which the Town has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface to the extent the Town holds a property interest therein. Public Rights-of-Way shall not include:

- (1) Private property;
- (2) Any real or personal Town property except as described above; or
- (3) Town buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the Public Rights-of-Way.

Registrant or Facility Owner means a ~~communications-services-provider~~ Utility or other person that has registered with the Town in accordance with the provisions of this article.

Registration and Register means the process described in this article whereby a Utility ~~Communication Services Provider~~, provides certain information to the Town by which it is determined whether the Person will be authorized to obtain Permits to Place or Maintain Facilities within the Town's Public Rights-of-Way.

Town means the Town of Miami Lakes, Florida, an incorporated municipality of the State of Florida, in its present form or in any later reorganized, consolidated or enlarged form.

User means electric, gas (natural, manufactured or similar gaseous substance), water or sewer utility, ~~cable television~~ or other similar type of entity that places or maintains facilities of whatever type in the Town's Public Roads or Public Rights-of-Way.



Utility means any Person or entity that is an electric, gas, water, steam waste, disposal, or similar service consumed by the public, and who owns or operates appurtenant facilities or equipment that are situated with the Public Rights-of-way for transmission of such Utility's goods, commodities or services.

Utility Pole means a pole or similar structure that is used in whole or in part to provide for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure.

Utility Service or Services shall mean those services that are provided by a Utility other than those classified as a communication facility or service.

~~35-26. Intent and purpose:~~

~~(a) It is the intent of the Town and the purpose of this article to promote the public health, safety and general welfare by:~~

- ~~(1) Providing for the placement and maintenance of communications facilities in the public rights-of-way within the Town;~~
- ~~(2) Adopting and administering reasonable rules and regulations consistent with State and Federal law, including F.S. § 337.401 and the Town's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other Federal and State law;~~
- ~~(3) Establishing reasonable rules and regulations necessary to manage the placement and maintenance of communications facilities in the public rights-of-way by all communications services providers after the effective date of the ordinance from which this article is derived; and~~
- ~~(4) Minimizing disruption to the public rights-of-way.~~

~~In regulating its public rights-of-way, the Town shall be governed by and shall comply with all applicable Federal and State laws.~~

~~(b) It is the intent of the Town that this article will not preempt the Town's authority to require a franchise from users and/or occupants, other than communications service providers, of the Town's public roads and/or public rights-of-way. It is the intent of the Town to require users and/or occupants, other than communications service providers, of the Town's public rights-of-way to obtain a separate franchise before placing or maintaining facilities in the Town's public rights-of-way.~~

## DIVISION 2. Registration.

35-27. - Registration for placing or maintaining, utilities ~~communications facilities~~ in public rights-of-way.

(a) Registration. A Utility, Communications Service provider that desires to place or maintain a communications facility Facility in public rights-of-way in the Town shall first register with the Town in accordance with this Division ~~article~~. Subject to the terms and conditions prescribed in this Division ~~article~~, a registrant may place or maintain a Facility.

~~Communications Facility~~ in public rights-of-way. A ~~Utility Communications Services Provider~~ with an existing ~~facility~~ Facility in the public rights-of-way of the Town as of the effective date of the ordinance from which this ~~Division article~~ article is derived has 120 days from the effective date of the ordinance from which this ~~Division article~~ article is derived to comply with the terms of this ~~Division article~~ article, including, but not limited to, registration, or shall be in violation thereof.

- (b) No property right arises from Registration. A registration shall not convey any title, equitable or legal, in the public rights-of-way. Registration under this article governs only the placement or maintenance of Facility in Public Rights-of-Way. Registration does not excuse a Utility, Communications or advanced wireless infrastructure services provider from obtaining appropriate access or pole attachment agreements before locating its ~~facilities~~ Facilities on the Town's or another person's ~~facilities~~ Facilities. Registration does not excuse a ~~communications services provider~~ Utility from complying with all applicable law, including Town ordinances, codes or regulations, including this article.
- (c) Registration is non-exclusive. Registration does not in and of itself establish a right to Place or Maintain, or establish priority for the Placement or Maintenance of a Facility, in the Town's Public Rights-of-way, but shall establish for the Registrant a right to apply for a Permit, if permitting is required by the Town. Registrations are expressly subject to any further amendment to or replacement of this Article and further subject to any additional Town ordinances or regulations, as well as any State or federal laws that may be enacted.
- (de) Content of Registration. Each ~~Utility, Communications services provider~~ that desires to place or maintain a ~~Communications Facility~~ Facility in Public Rights-of-Way in the Town shall file an original registration along with two complete copies with the Town that shall include the following information:
- (1) Name of the applicant;
  - (2) Name, address, telephone number, e-mail address and mobile phone number of the applicant's primary contact person in connection with the registration. Additionally, the applicant shall provide emergency contact information. The primary contact person shall be able to provide information regarding the registrant's Utility, Communications facilities in the public rights-of-way, and shall be able to accept and coordinate any damage claims. The registrant shall also provide a secondary contact person enabling the Town to contact appropriate registrant's personnel in emergency situations, including, but not limited to, when registrant's construction or equipment has caused damage to other property. The registrant shall also provide the Town with a current telephone number for the secondary contact person which shall be available and monitored 24 hours per day, every day, by the registrant, to be utilized by the Town in case of an emergency. Such information shall be updated as necessary by the registrant to provide the Town with current and accurate information;
  - (3) Evidence of the insurance coverage required under this article and acknowledgment that the registrant has received and reviewed a copy of this article;
  - (4) A copy of Federal or State certification authorizing the applicant to provide Utility, Communications services, if any;
  - (5) If the applicant is a corporation and does not submit a State certification pursuant to Subsection (c)(4) of this section, proof of authority to do business in the State of Florida, which may be satisfied by the number of the corporate certification or other means; and
  - (6) A security fund in accordance with this article.

- (e) Review and reporting. The Town Manager or designee shall review the information submitted by the Applicant. If the Applicant submits information in accordance with Subsection (de) of this section, the Registration shall be effective and the Town shall notify the applicant of the effectiveness of Registration in writing. The Applicant may not apply for a permit to place or maintain Utility, Communications facilities ~~Facilities~~ in the Public Rights-of-Way under this article unless and until it has been notified that its application is complete and effective. If the Town determines that the information has not been submitted in accordance with Subsection (c) of this section, the Town shall notify the applicant in writing of the noneffectiveness of registration and reasons for the noneffectiveness. ~~The Town shall so notify an Applicant within 30 days after receipt of registration information from the Applicant.~~
- (fe) Cancellation. A registrant may cancel a registration upon written notice to the Town that the registrant will no longer place or maintain any Facility ~~communications facilities~~ in public rights-of-way and will no longer need to obtain permits to perform work in the public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain a Facility Communication Facility in public rights-of-way.
- (f) ~~Registration shall be nonexclusive. Registration shall not establish any right or priority to place or maintain a communications facility in any particular area in public rights-of-way within the Town. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional Town ordinances, as well as any State or Federal laws that may be enacted.~~
- (fg) Annual Renewal. A registrant shall ~~renew~~ update its registration with the Town by April 1 of ~~each even-numbered~~ years in accordance with the registration requirements in this article; except that a registrant that initially registers during the even-numbered year when renewal would be due, or the odd-numbered year immediately preceding such even-numbered year, shall not be required to renew until the next even-numbered year. Within 30 days of any change in the information required to be submitted pursuant to Subsection of this section, a registrant shall provide updated information to the Town. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may, at the Town's discretion, result in the Town restricting the issuance of additional permits until the ~~communications services provider~~ Utility has complied with the registration requirements of this article.
- (h) Permit Required. ~~In accordance with applicable Town ordinances, codes or regulations and this article, a permit shall be required of a Communications services provider that desires to place or maintain a Communications Facility in Public Rights of Way. An effective registration shall be a condition precedent of obtaining a Permit.~~
- (hi) Compensation. ~~Except as may be provided for in a separate franchise agreement, a~~ A Registrant that places or maintains a Communications Facilities Facility in the public rights-of-way shall be required to pay compensation to the Town as required by applicable law and ordinances of the Town. A Registrant that places or maintains a Facility Communications Facilities in the public rights-of-way, ~~other than a Registrant that provides communications services as defined in F.S. § 202.012(3), within the Town,~~ shall pay to the Town the fees required by Florida Law and the Town's ordinances and resolutions. Such registrants shall pay such amounts initially before obtaining permits and then annually thereafter in accordance with the Town's requirements.

- (i) Failure to Register. A Registrant shall bear the responsibility to maintain his registration updated with the Town at all times. A Registrant's failure to Register, or renew Registration may result in the suspension of any open Permits and Civil Penalties.

Sec. 35-28. Insurance.

- (a) General. A Registrant shall provide, pay for and maintain satisfactory to the Town the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having an A.M. Best A-VII or better rating. All liability policies shall provide that the Town is an additional insured as to the activities under this Article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the Town annually. Thirty (30) days advance written notice by registered, certified or regular mail or facsimile as determined by the Town must be given to the Town's Risk Manager of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the Town.
- (b) Insurance Coverage and Limits of Insurance Coverage. The insurance coverage and limits of coverage of insurance required shall be not less than the following:
- (1) Worker's compensation and employer's liability insurance. Requirements as spelled out in Florida Chapter 440.
  - (2) Comprehensive general liability. Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits of no less than one million dollars (\$1,000,000) per occurrence, combined single limit and two million dollars (\$2,000,000) in the aggregate.
  - (3) Commercial Automobile liability. Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this Article XII for limits of no less than one million dollars (\$1,000,000) per occurrence combined single limit each accident.
  - (4) Commercial excess or umbrella liability. Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.
- (c) Proof of Insurance. Upon the effective date of the Registration, the Registrant shall submit to the Town proof that it has obtained the insurance required under this Section 35-35, including a certificate of insurance signed by the insurance agent.
- (d) Authority to decrease limits. The Town shall have the authority to increase or decrease the policy limits set forth above and shall provide each Registrant with at least thirty (30) days advance written notice of such change. Within thirty (30) days from receipt of a notice to increase its policy limits, the Registrant shall submit to the Town proof of such increased coverage.
- (e) Duration. The coverage provided herein shall be for a period not less than the period for which the indemnification obligations under Town Code Section 35-29 hereof are imposed.
- (f) Abandonment. Failure to maintain required coverage shall be deemed an Abandonment. Failure to maintain all the required insurance coverage shall be deemed an Abandonment of all of the Facilities of the Registrant.

35-29. Indemnification.

- (a) Liability. By reason of the acceptance of a Registration under this Article or the grant of a Permit under this Article, the Town does not assume any liability:
- (1) For injuries to persons, damage to property, or loss of service claims by parties other than the Registrant or the Town;
  - (2) For claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of Facilities by Registrants or activities of Registrants.
- (b) Hold harmless. By registering with the Town, a Registrant agrees, or by applying for and accepting a Permit under this Article, a Permittee is required, to defend, indemnify, and hold the Town whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its Facilities, whether any act or omission complained of is authorized, allowed, or prohibited by a Permit, inspection of plans or work by the Town. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Registrant or to the Town; and the Registrant, in defending any action on behalf of the Town, shall be entitled to assert in any action every defense or immunity that the Town could assert in its own behalf. Nothing herein shall be construed as a waiver of the protections, limitations and immunities provided in Section 768.28, Florida Statutes, as same may be amended from time to time. The provisions of this Section 35-36 include, but are not limited to, the Town's reasonable attorneys' fees incurred in defending against any such claim, suit or proceeding(s).
- (c) Notification of issues. The Town agrees to notify the Registrant, in writing, within a reasonable time of the Town receiving notice, of any issue it determines may require indemnification.
- (d) Limitations. This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the registrant under workers' compensation, disability or other employee benefit acts, or the acceptance of insurance certificates required under this article, or the terms, applicability or limitations of any insurance held by the Registrant.
- (e) Investigation by registrant. The Registrant shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and shall bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Town, the Registrant shall assume and defend not only itself but also the Town in connection with any such claims and any such defenses shall be at no cost or expense whatsoever to the Town provided that the Town (exercisable by the Town Attorney), shall retain the right to select counsel of its own choosing.
- (f) Waiver rights. The Town does not and shall not waive any rights against the Registrant which it may have by reason of this indemnification, or because of the acceptance by, or the Registrant's deposit with the Town of any of the insurance policies required by this Article for Registration.
- (g) Damages. This indemnification by the Registrant shall apply to all damages and claims for damages of any kind suffered regardless of whether such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- (h) Defense and immunity. Nothing contained in this Section shall be construed or interpreted:
- (1) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; or
  - (2) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes as same may be amended from time to time.



- (i) Term. The indemnification requirements under this Section and this Article shall survive and be in full force and effect for a period of five (5) years after the termination or cancellation of a Registration.

35-30. - Force majeure. In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such owner uses all practicable means to expeditiously cure or correct any such inability to comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of a registrant's directors, officers, employees, contractors or agents.

35-31. - Termination of registration.

(a) Involuntary Termination. The involuntary termination of a previously effective registration may only be accomplished by an action of the Town Manager and such action may be appealed to the Town Council. The Town may declare the registration terminated and revoke and cancel all privileges granted under that registration if:

- (1) A Federal or Florida authority suspends, denies or revokes a registrant's certification or license to provide communications service;
- (2) The Registrant's placement and maintenance of the Public Rights-of-Way or other roads or property within the Town presents an extraordinary danger to the general public or other users of the public rights-of-way; or
- (3) The registrant voluntarily abandons all of its communications facilities in Public Rights-of-Way.

(b) Notification. Prior to such termination for any of the reasons set forth in this section, the Town Manager or his designee shall notify the registrant in writing, setting forth the matters pertinent to such reasons and describing the proposed action of the Town with respect thereto. The registrant shall have 60 days after receipt of such notice within which to cure the violation.

(c) In the event of a vote by the Town Council to terminate the registration, the registrant shall, within 30 days following such termination, provide an acceptable plan for transferring ownership of the Facilities to another Person in accordance with this Article or shall remove or abandon the Facilities and take such steps as are necessary to render every portion of the Facilities remaining in the public rights-of-way safe. If the registrant has either abandoned its Facilities or chooses to abandon its Facilities, the Town may:

- (1) Require the registrant or the registrant's bonding company to remove some or all of the Facilities from the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal;
- (2) Require that some or all of the Facilities be removed, and the public rights-of-way restored to their original condition at the registrant's expense, using Town employees, agents or contractors, and charge any and all costs to the registrant and require reimbursement; or
- (3) Utilize or allow other persons to utilize the registrant's abandoned Facilities.

(d) *Survival of obligations.* The obligations of the registrant hereunder shall survive the termination of a registration. In the event of a declaration of termination of registration, this provision does not permit the Town to cause the removal of any Facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing Federal or State agency, where required, and is properly registered with the Town, for such certificated service, where required.

35-32. - Transfer of control, sale, or assignment of assets.

(a) *Transfer of control, sale, or assignment of assets.* If a Registrant transfers, sells or assigns its Registration or its Facilities in the Public Rights-of-Way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided to the Town within 20 days of the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided herein within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Town that the transferee, buyer or assignee is the new applicant.

(b) *Subordination.* Any mortgage, pledge, lease or other encumbrance on the Facilities shall be subject and subordinate to the rights of the Town under this Article and Applicable Law.

35-33. - Conditional use of public rights-of-way.

(a) *Authorization required.* In the event a registrant desires to use its existing Facilities or to construct new Facilities for the purpose of providing other utility or nonutility services to existing or potential consumers or resellers, for providing any other services other than the provision of Utility Services or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the Town for such activities as may be required by applicable law.

(b) *Towns rights.* To the extent that any person or registrant leases or otherwise uses the Facilities of a Person that is duly registered or otherwise authorized to place or to maintain Facilities in the public rights-of-way of the Town, such person or registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the Town's rights, including requiring the removal of such Facilities from the public rights-of-way of the Town, regardless of the effect on a registrant's ability to place or maintain its own Facilities in public rights-of-way of the Town.

DIVISION 3. Franchise Agreement for Utilities.

35-34~~28~~. - Requirement for franchise for other users or occupants of the public rights-of-way.

(a) *Franchise or other agreement required.* Other users and/or occupants of the Town's public roads and/or public rights-of-way other than communications service providers shall be required to obtain a franchise or other agreement from the Town prior to performing construction or placing facilities in the Town's public rights-of-way, or obtaining a permit from the Town to perform construction or to place facilities in the Town's public rights-of-way or other roads or property within the Town. The terms set out in this article, to be included in such

franchises or agreements, are minimum standards and shall not be construed as prohibiting the Town from including any and all other terms, conditions and/or other requirements the Town so desires in any franchise or agreement. Such users and/or occupants shall enter into a franchise agreement or other agreement approved by the Town Council.

- (b) *Franchise application.* Any user and/or occupant other than a communications service provider, including governmental units, desiring to place or maintain facilities in the Town's public rights-of-way shall file an application with the Town requesting that the Town enter into a franchise agreement with said user and/or occupant. The application shall include, at a minimum, the following information:
- (1) Identity of the user and/or occupant, address and telephone number and primary contact person; and
  - (2) A statement of whether the applicant presently serves any customers at retail within the jurisdictional limits of the Town at the time of the application or whether the applicant simply intends to lease its facilities to other users and/or occupants who will be providing direct service to retail customers within the jurisdictional limits of the Town.
- (c) *Application fee.* Each application requesting the Town to enter into a franchise agreement shall be accompanied by an initial nonrefundable application fee in the amount established by resolution. The fee amount shall approximate the Town's costs and expenses incurred in connection with processing the application. All reasonable expenses incurred by the Town in processing the application, including, but not limited to, consulting and legal costs, shall be offset from the filing fee.
- (d) *Cost recovery.* If the Town's expenses, as referenced in Subsection (c) of this section, exceed the amount of the application fee, the applicant shall pay the difference within 30 days of the date it receives notice of such additional expenses. If the additional fees are not received by the Town within 30 days of the date of notice, the Town shall notify such applicant, and the applicant shall pay an additional late fee at the rate of 18 percent per annum of the amount unpaid or underpaid; provided, however, that such rate does not exceed the maximum amount allowed under the applicable law. In such case, the rate will be the maximum allowed by law. If the Town does not receive said fee in total within 60 days of the date of notice, the Town shall notify the applicant in writing and may, in the Town's sole discretion, refuse in good faith to execute the franchise agreement, or may terminate in good faith the franchise agreement without any penalty and/or liability.
- (e) *Construction bond.* All franchise agreements between the Town and any user and/or occupant shall contain a provision for a construction bond in an amount to be determined by the Town Manager, which shall be established in the Town's favor to secure the restoration of the public rights-of-way and to ensure the faithful performance of the construction or other work in the public rights-of-way. The form of the bond and the terms thereto shall be approved by the Town Attorney.
- (f) *Security fund.* All franchise agreements between the Town and any user and/or occupant shall contain a provision for a security fund, which shall be required to be kept on file with the Town in the form of an annual bond, letter of credit or cash deposit in the minimum amount of \$50,000.00. The form of the bond or other guarantee and the terms thereto shall be approved by the Town Attorney.

#### DIVISION 4. Permitting and Placement of Facilities in the Public Rights-of-Way.



35-3529. - Placement or maintenance of Utilities facilities in public rights-of-way, in general.

- (a) Compliance. Registrants and users and/or occupants agree at all times to comply with and abide by all applicable provisions of Federal and State law and Town ordinances, codes and regulations in placing or maintaining Facilities in public rights-of-way.
- (b) Permit Required. A Registrant shall not commence to place or, maintain a Facility in a Town Public Right-of-way until all applicable Permits, if required, have been issued, except in the case of routine maintenance or an emergency as provided for in this Article. In such cases deemed an emergency situation by the Public Works Director, the Registrant shall apply for Permits within 15 days of the incident or repair, whichever comes sooner. ~~No person shall commence to place or to maintain communications facilities or other facilities or to perform construction in the public rights-of-way or other roads or property within the Town until the Town or other appropriate authority has issued all applicable permits, except in the case of an emergency. The term "emergency" means a condition that affects the public's health, safety or welfare, which includes an unplanned out of service condition of a preexisting service.~~ Registrants and users and/or occupants shall provide prompt notice to the Town of the placement or maintenance of a ~~facility~~ Facility in public rights-of-way in the event of an emergency. The Registrant acknowledges that as a condition of granting a permit(s), the Town may impose reasonable conditions governing the Placement or Maintenance of a Facility in the Town's Public rights-of-way related to the public, health, safety and welfare as permitted and set forth in Section 337.401 of Florida Statutes as same may be amended from time to time; however, no such imposed conditions shall prohibit or otherwise adversely impact the provision of Utility Services. Permits shall apply only to the areas of the Town's Public Rights-of-way specifically identified in the Permit. As a condition of granting such permits, the Town may impose reasonable rules or regulations governing the placement or maintenance of facilities in public rights-of-way or other roads or property within the Town. Permits shall apply only to the areas of public rights-of-way or other roads or property within the Town specifically identified in the permit. The Town may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. All applicants for Facility work within the Rights-of-Way shall pay applicable building and/or public works permit fees as provided by Town Ordinance or as may be required by State Law.
- (c) Required information. As part of any permit application to place a new or to replace an existing ~~communications facility or other facility~~ Facility in public rights-of-way or other roads or property within the Town, the applicant shall provide information concerning the ~~communications facility or other facility~~ Facility that sets forth the following, as required by the Town Manager:
  - (1) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Section 471.003 of Florida Statutes, identifying the location of the proposed facility, and including:
    - a. A description of any facility to be installed;
    - b. The facility's ~~length~~ dimensions in feet;
    - c. Site plan indicating where ~~Where~~ the facility is to be located with electronic geocoded data; and
    - d. Ability to demonstrate compliance with the Florida Building Code, for wind load requirements; and

- e For new Utilities, or any excavation work, a geotechnical report for the existing soil conditions, or a soil statement by a Florida licensed professional engineer, attesting to the soil conditions.
- (2) ~~A description of the manner in which the communications facility or other facility will be installed, i.e., anticipated construction methods and/or techniques;~~
- (3) ~~A traffic maintenance plan for any disruption of the public rights-of-way or other roads or property within the Town;~~
- (42) Plans and information, Information as required by this Article, on the ability of the public rights-of-way to accommodate the proposed Facility ~~communications facility or other facility, if available; such information shall be provided without certification as to correctness, to the extent obtained from other persons with communications facilities or other facilities in the public rights-of-way;~~
- (53) If appropriate, given the Facility ~~communications facility or other facility~~ proposed, an estimate of the cost of restoration to the public rights-of-way;
- (64) The timetable for construction of the project or each phase thereof, and the areas of the Town which will be affected;
- (7) ~~The use of door hangers to notify residents living within a 300-foot radius of the project; and~~
- (58) A full color photo-simulation showing the proposed new Facility installed in accordance with the application from the point of view of properties Adjacent to the proposed site;
- (6) A description of the type of Facility and the manner in which the Facility will be installed and/or modified (i.e. anticipated construction methods or techniques).
- (7) A temporary sidewalk closure plan, if appropriate given the Facility proposed, to accommodate Placement or Maintenance of the Facility.
- (8) A temporary traffic lane closure and management of traffic (MOT) plan, if appropriate given the Facility proposed, to accommodate installation and/or modification of the Facility.
- (9) Restoration plan given the Facility proposed, and an estimate of the cost of restoration of the Town's Public Rights-of-way in the event the Facility is Abandoned.
- (10) A proposed timetable for Placement or Maintenance of the proposed Facility or each phase of the Placement or Maintenance thereof, and the intended areas of the Town to be served by the Facility.
- (11) Registrants shall not place or maintain signage on Facilities in Town Public Rights-of-way, unless otherwise required by federal or State law; however, that Existing Structures that lawfully supported signage before being Repurposed may continue to support signage as otherwise permitted by law or Town Code, as same may be amended from time to time.
- (12) Such additional information requested by the Town that the Town finds reasonably necessary to review the permit application to ensure continued level of service delivery of its Rights-of-Way.
- (d) Public accessibility, safety, and sufficiency of spacing. ~~The Town shall have the power to prohibit or to limit the placement of new or existing telecommunication facilities or other facilities in that area of the public rights of way, or to safely accommodate additional installations at any location, or for the protection of existing communication facilities or other facilities public rights-of-way or to accommodate Town plans for public improvements or~~

~~projects that the Town determines are in the public's interest or to the extent permitted by applicable law, afforded by Florida Law to regulate Facilities to ensure that they meet Town requirements for public accessibility, safety and sufficiency of spacing, to ensure compliance with State of Florida and local laws and ordinances. In determining whether to permit and reasonably limit, or impose conditions or prohibit a Facility to be placed or located within the Town's Public Rights-of-way, the Town Public Works Director shall consider the following standards and minimum requirements in his review and consideration of a Permit application and imposition of reasonable Permit conditions:~~

- ~~(1) Sufficiency of space to accommodate present and pending applications for use of the Town's Public Rights-of-way. The sufficiency of space to accommodate all of the present and pending applications to place Facilities and pending or planned applications to Place and Maintain Facilities in that area of the Town's Public Rights-of-way; and~~
- ~~(2) Sufficiency of space to accommodate the Town's need for projected public improvements. The sufficiency of space to accommodate Town plans for public improvements or projects adopted as part of its community investment capital improvements plan that the Town determines in the best interest of the public; and~~
- ~~(3) Impact on traffic and traffic safety. The impact on traffic and traffic safety; and~~
- ~~(4) Impact on Existing Facilities. The impact upon existing Facilities in the Town's Public Rights-of-way; and~~
- ~~(5) Distance separation from edge of pavement. No new Facility shall be constructed, operated or maintained in the Town's Public Rights-of-way in violation of the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, (Commonly known as the "Florida Green Book" and for the Minimum Width of Clear Zones. In accordance with The Florida Green Book, the Town Public Works Director shall have the authority to reduce the minimum offset where that offset cannot be reasonably obtained, and other alternatives are deemed impractical; and~~
- ~~(6) Distance separation from sidewalk. No newly installed Facility shall be Placed or Maintained in the Town's Public Rights-of-way within one (1) foot of a sidewalk that is five (5) feet or less in width. Co-location on an Existing Structures is exempt from this requirement; and~~
- ~~(7) Installation at outermost boundary of Town's Public Rights-of-way. Where a superior site design results from placement of a Facility at or near the outermost boundary of the Town's Public Right-of-way, the farthest distance practicable from the centerline thereof and edge of pavement is encouraged. To the extent that the location of the sidewalk within the Town's Public Right-of-way precludes achievement of a superior site design or otherwise precludes compliance with all other requirements of this Article, then the Town Public Works Director or Registrant may propose, and the Registrant may include in the Permit application a proposed re-routing of the sidewalk at its own expense, in order to achieve such superior site design or otherwise meet other requirement of this Article.~~
- ~~(e) *Undergrounding of facility.* All communications facilities and other facilities shall be placed and maintained so as not to interfere unreasonably with the use of the public rights-of-way by the public and so as not to cause unreasonable interference with the rights and convenience of property owners who adjoin any of the public rights-of-way. A Registrant or other user shall endeavor, to the greatest extent possible, to place all communications facilities or other facilities—Facilities underground. The Town may require the use of trenchless technology (i.e.,~~

directional bore method) for the installation of ~~communications facilities or other facilities~~ in the public rights-of-way as well as joint trenching ~~or the collocation of communications facilities or other facilities~~. Facilities in existing conduit. The registrant or user shall be solely liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the placement or maintenance of its ~~communications facility or other facility~~ Facility within the public rights-of-way. The appropriate Town official may issue such rules and regulations concerning the placement or maintenance of a facility in public rights-of-way as may be consistent with this article and other applicable Federal and State laws or regulations.

- (f) Notification of adjacent property owners. Prior to the commencement of any work by the applicant pertaining to the placement and maintenance of ~~communications facilities or other facilities~~ Facilities within the public rights-of-way or other roads or property within the Town, the Town Manager or designee may require the applicant to issue notice of the work to property owners who adjoin such affected area (the "Notification Area"). The notification area may be expanded at the Town's discretion and notice shall be ~~effected~~ affected in a manner deemed appropriate by the Town Manager or designee.
- ~~(g) Safety. All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of facilities.~~
- ~~(gh)~~ Repair of damages. A person placing or maintaining ~~facilities~~ Facilities in the public rights-of-way or other roads or property within the Town shall, at its own expense, restore the public rights-of-way, or any other adjacent property that has been damaged by work on the project, to at least its original condition before such work was initiated, subject to the Town's satisfaction upon inspection. Restoration shall include, among other things, the removal of all markings placed by users on the right-of-way, unless they are required to remain pursuant to State law. A registrant or user shall warrant restoration of the public rights-of-way or other roads or property within the Town for a period of 12 months after completion of such restoration. If the registrant or user fails to make such restoration within 30 calendar days after completion of construction, or such other time as may be required by the Town, the Town may, after written notice to the registrant or user, perform such restoration using Town employees, agents or contractors, and charge all costs of the restoration against the registrant or user in accordance with Florida Law and require reimbursement within 30 days after the submission of the bill by the Town to the registrant or user.
- ~~(hi)~~ Removal or relocation. Removal or relocation at the direction of the Town of a person's ~~facility~~ Facility in the public rights-of-way shall be governed by Florida Law
- ~~(ij)~~ Property right not created. A permit from the Town constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- ~~(jk) Industry practice. A registrant and user shall maintain its communications facility and other facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.~~
- ~~(jl)~~ Underground safety act. In connection with excavation in the public rights-of-way, a registrant and user shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in Section 556 of Florida Statutes.
- ~~(km)~~ Maintenance. A registrant and user shall place or maintain a ~~communications facility and other facility~~ Facility in public rights-of-way in compliance with all applicable standards as

established by all local, State or Federal law and in conformance with the Town Code. A registrant and user shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.

- (~~ln~~) Coordination or work. In the interest of the public's health, safety and welfare, upon request of the Town, a registrant or user shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way or other roads or property within the Town. The Town may require a registrant or user to alter reasonably its placement or maintenance schedule for permitted work as necessary so as to minimize disruptions and disturbance in the public rights-of-way or other roads or property within the Town. The Town may provide a more definite time frame based on specific Town construction or maintenance schedules.
- (~~me~~) Existing facilities. A registrant or user shall not place or maintain its ~~communications facilities or other facilities~~ Facilities so as to interfere, displace, damage or destroy any facilities, including, but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the Town or any other person's ~~facilities~~ Facilities lawfully occupying the public rights-of-way or other roads or property within the Town. The Registrant or user shall report to the Town any damage to existing Facilities and notify the Facility owner.
- (~~np~~) Conditions of rights-of-way. The Town makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the facilities, and any performance of work or costs incurred by the registrant or user or provision of services shall be at registrant's or user's sole risk. Nothing in this article shall affect the Town's authority to add, vacate or abandon public rights-of-way and the Town makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for facilities.
- (~~oq~~) Inspections. The Town shall have the right to make such inspections of ~~communications facilities and other facilities~~ Facility placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. In the event the Town determines that a violation exists with respect to a registrant's or user's placement or maintenance of ~~communications facilities or other facilities~~ Facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the Town will provide the registrant or user no less than three days' written notice setting forth the violation and requesting correction. Nothing herein shall limit the authority of the Town Manager, building official or their designee from taking appropriate action to address an imminent and immediate health or safety hazard.
- (~~pf~~) Emergency. In an emergency, as determined by the Town Manager, building official, Public Works Director, or their designee, where the installation, use or maintenance of any ~~communications facility or other facility~~ Facility poses an imminent and immediate health or safety hazard to pedestrians or vehicles, the Town shall, where feasible, give telephonic notice to the owner of the ~~communications facility or other facility~~ Facility of the nature of the emergency and afford the owner the opportunity to remove or otherwise relocate the ~~facility~~ Facility. Where telephonic notice is not feasible or where the owner fails to address the emergency hazard, the Town Manager, building official or their designee may summarily and temporarily remove or relocate such ~~facility~~ Facility, but only to the extent necessary to avoid the health or safety hazard at issue. Immediately following removal or relocation of any ~~facility~~ Facility under these emergency procedures, the Town shall provide the owner of the ~~facility~~ Facility



Facility with written notice of the action by certified mail, return receipt requested. If the Town removes such ~~facility~~ Facility, the owner of such facility shall have 30 days after receipt of such written notice by the Town to claim the ~~facility~~ Facility, or the Town may dispose of such ~~facility~~ Facility.

- (s) ~~*Plans.*~~ A permit application to place a new or replace an existing communications facility or other facility in the public rights-of-way shall include plans showing the location of the proposed installation of communications facilities or other facilities in the public rights-of-way. If the plans so provided require revision based upon actual installation, the registrant or user shall promptly provide revised plans, or "as-builts," upon completion of any installation or construction. The plans shall be in a digitized format showing the two-dimensional location of the communications facilities or other facilities based on the Town's Geographical Database, or other format acceptable to the Town. Upon the Town's request, a registrant or user shall submit such as-builts in the format acceptable to the Town, showing the location of its facilities in the public rights-of-way. The registrant or user shall provide such plans at no cost to the Town. The Town shall maintain the confidentiality of such plans and any other information provided in accordance with Section 202.195 of Florida Statutes.
- (t) ~~*Town Rights.*~~ The Town reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the Town in public rights-of-way occupied by the registrant or the user. A registrant or user shall allow Town communication facilities or other facilities to be collocated within Town's public rights-of-way through the use of a joint trench during the registrant's or user's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between the registrant or user and the Town and may be subjected to other Town rights-of-way requirements. The Town further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation or width of the public rights-of-way within the limits of the Town and within said limits as same may from time to time be altered.

~~35-30.—Suspension of permits.~~

- (a) ~~Subject to this section and to providing reasonable notice and an opportunity to cure, the Town may suspend a permit issued to any registrant or user or may deny an application for a subsequent permit made by a registrant or user for work in the public rights-of-way or other roads or property within the Town for one or more of the following reasons:~~
- ~~(1) Failure to satisfy permit conditions, or conditions set forth in this article or other applicable Town ordinances, codes or regulations governing placement or maintenance of communications facilities or other facilities in public rights-of-way or other roads or property within the Town, including without limitation, failure to take reasonable safety precautions to alert the public of work at the work site, or to restore any public rights-of-way or adjacent property;~~
  - ~~(2) Misrepresentation or fraud by the registrant in a registration or by a registrant or user in a permit application;~~
  - ~~(3) Failure to properly renew, a registration;~~
  - ~~(4) Ineffectiveness of a registration; or~~
  - ~~(5) Failure to relocate or to remove facilities as may be lawfully required by the Town.~~

- ~~(b) After the suspension or denial of a permit pursuant to this section, the Town shall provide written notice of the reason to the registrant or user.~~

~~35-31.— Appeals.~~

- ~~(a) Final written decisions of the Town Manager or designee suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the Town Manager within 30 days of the date of the final written decision to be appealed. Any appeal not timely filed as set forth in this section shall be waived. The Town Council shall hear or shall appoint a Hearing Officer to consider the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant or user, and a written decision shall be rendered within 30 days of the hearing. Upon correction of any grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted.~~
- ~~(b) Nothing in this section shall affect or limit the remedies the Town has available under applicable law.~~

~~35-32.— Conditional use of public rights-of-way.~~

- ~~(a) In the event a registrant desires to use its existing communications facilities or to construct new communications facilities for the purpose of providing other utility or nonutility services to existing or potential consumers or resellers, for providing any other services other than the provision of communications services or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the Town for such activities as may be required by applicable law.~~
- ~~(b) To the extent that any person or registrant leases or otherwise uses the communications facilities or other facilities of a person that is duly registered or otherwise authorized to place or to maintain facilities in the public rights-of-way of the Town, such person or registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the Town's rights, including requiring the removal of such communications facilities or other facilities from the public rights-of-way of the Town, regardless of the effect on a registrant's ability to place or maintain its own communications facilities in public rights-of-way of the Town.~~

~~35-33.— Termination of registration.~~

- ~~(a) The involuntary termination of a previously effective registration may only be accomplished by an action of the Town Manager and such action may be appealed to the Town Council. The Town may declare the registration terminated and revoke and cancel all privileges granted under that registration if:~~
- ~~(1) A Federal or Florida authority suspends, denies or revokes a registrant's certification or license to provide communications service;~~
  - ~~(2) The registrant's placement and maintenance of the public rights-of-way or other roads or property within the Town presents an extraordinary danger to the general public or other users of the public rights-of-way; or~~
  - ~~(3) The registrant abandons all of its communications facilities in public rights-of-way.~~
- ~~(b) Prior to such termination for any of the reasons set forth in this section, the Town Manager or his designee shall notify the registrant in writing, setting forth the matters pertinent to such reasons and describing the proposed action of the Town with respect thereto. The registrant~~

~~shall have 60 days after receipt of such notice within which to cure the violation, or within which to present a plan, satisfactory to the Town Council, to accomplish the same.~~

- ~~(c) In the event of a vote by the Town Council to terminate the registration, the registrant shall, within 30 days following such termination, provide an acceptable plan for transferring ownership of the communications facilities to another person in accordance with this article or shall remove or abandon the communications facilities and take such steps as are necessary to render every portion of the communications facilities remaining in the public rights-of-way safe. If the registrant has either abandoned its communications facilities or chooses to abandon its communications facilities, the Town may:~~
- ~~(1) Require the registrant or the registrant's bonding company to remove some or all of the communications facilities from the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal;~~
  - ~~(2) Require that some or all of the communications facilities be removed and the public rights-of-way restored to their original condition at the registrant's expense, using Town employees, agents or contractors, and charge any and all costs to the registrant and require reimbursement; or~~
  - ~~(3) Utilize or allow other persons to utilize the registrant's abandoned communications facilities.~~
- ~~(d) The obligations of the registrant hereunder shall survive the termination of a registration. In the event of a declaration of termination of registration, this provision does not permit the Town to cause the removal of any communications facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing Federal or State agency, where required, and is properly registered with the Town, for such certificated service, where required.~~

~~35-34. Transfer or control, sale or assignment of assets:~~

- ~~(a) If a registrant transfers, sells or assigns its registration or its communications facilities in the public rights-of-way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided to the Town within 20 days of the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided herein within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Town that the transferee, buyer or assignee is the new applicant.~~
- ~~(b) Any mortgage, pledge, lease or other encumbrance on the communications facilities shall be subject and subordinate to the rights of the Town under this article and applicable law.~~

~~35-35. Insurance:~~

- ~~(a) *Required.* Registrant shall provide, pay for and maintain satisfactory to the Town the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating in Best's Insurance Guide of A or better, or having a rating acceptable to the Town. All liability policies shall provide that the Town is an additional insured in the endorsement. The required coverages must be evidenced by properly executed Certificates of Insurance forms. The Certificates must be signed by the~~



~~authorized representative of the insurance company and shall be filed and maintained with the Town annually. Thirty days' advance written notice by registered or certified mail must be given to the Town of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self insurance or other types of insurance acceptable to the Town. In addition to the Certificate of Insurance, the registrant shall provide a copy of the insurance policy, if requested by the Town.~~

~~(b) *Limits.* The limits of coverage of insurance required shall be not less than the following:~~

~~(1) Worker's Compensation and Employer's Liability Employer's Liability—\$500,000.00 limit each accident, \$500,000.00 limit per each employee;~~

~~(2) Comprehensive General Liability Bodily Injury and Property Damage—\$3,000,000.00 combined single limit each occurrence. Said coverage shall not exclude Contractual Liability, Products/Completed Operations, Independent or Contractors;~~

~~(3) Automobile Liability, Bodily Injury and Property Damage—\$3,000,000.00 combined single limit each accident.~~

~~(c) *Umbrella or Excess Liability.* Registrant may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability or Employer's Liability. The Town shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow Form" basis.~~

~~(d) *Self insurance.* The registrant may satisfy the insurance requirements and conditions of this section under a self insurance plan and/or retention if approved in advance by the Town in its sole discretion.~~

~~(e) *Right to review.* The Town reserves the right to review, modify, reject or accept any required policies of insurance or self insurance, including limits, coverages or endorsements, herein from time to time throughout the life of this section. The Town reserves the right, but not the obligation, to review and reject any insurer or self insurer providing coverage because of its poor financial condition or failure to operate legally.~~

~~(f) *Town maintains certain rights.* This section shall not be construed to affect in any way the Town's rights, privileges and immunities as set forth in F.S. § 768.28. Insurance under this section shall run continuously with the presence of the registrant's communications facilities in the public rights of way and any termination or lapse of such insurance shall be a violation of this section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the Town may, in its sole discretion, require increased or decreased levels of insurance for any other object placed in the public rights of way by way of individual agreements.~~

### ~~35-36. Indemnification.~~

~~A registrant shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, members, agents and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the Town arising out of the placement or maintenance of its communications facilities in public rights of way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this article; provided, however, that a registrant's obligation hereunder shall not extend to any damages caused solely by the gross negligence or wanton or willful acts of the Town. This provision includes, but is not limited to, the Town's reasonable attorneys' fees incurred in~~

~~defending against any such claim, suit or proceedings. The Town agrees to notify the registrant, in writing, within a reasonable time of the Town receiving notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the Town from participating in the defense of any litigation by its own counsel and at its own cost if in the Town's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted:~~

- ~~(1) As denying to either party any remedy or defense available to such party under the laws of the State of Florida;~~
- ~~(2) As consent by the Town to be sued; or~~
- ~~(3) As a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.28.~~

### 35-367. - Construction bond.

- (a) Bond required. Where applicable, ~~prior~~ Prior to performing any permitted work in the public rights-of-way, the registrant shall establish in the Town's favor a construction bond to secure the restoration of the public rights-of-way and to ensure the registrant's faithful performance of the construction or other work in the public rights-of-way. Notwithstanding the foregoing, a construction bond hereunder shall only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided herein.
- (b) Failure to compete work. In the event a registrant subject to such a construction bond fails to complete the work in accordance with the provisions of the permit and this ~~article~~ Article, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.
- (c) Release. No less than 12 months after completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant may request the Town to remove the requirement to continue the construction bond, and the Town shall release the bond within 30 days of the date of final approval of said request. Notwithstanding, the Town may require a new bond for any subsequent work performed in the public rights-of-way.
- (d) Bond Rating. The construction bond shall be issued by a surety having a minimum rating of A-1 in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the Town Attorney; and shall provide that:  
"Unless released by the Town, this bond may not be canceled, or allowed to lapse, until 60 days after receipt by the Town, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."
- (e) Rights reserved. The rights reserved by the Town with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the Town may have under this section, or at law or in equity, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the Town may have.

### ~~35-38. - Security Fund.~~

~~At the time of registration and as a condition of receiving its first permit to place or to maintain a communications facility in public rights of way after the effective date of the ordinance from which this article is derived, the registrant shall be required to file with the Town a security fund in the form of an annual bond or cash deposit in the sum of \$50,000.00. If the registrant files a~~

~~bond, it shall have as a surety a company that is qualified to do business in the State of Florida, that has a minimum rating of AAA in Best's Key Rating Guide, Property/Casualty Edition and shall be subject to the approval of the Town Attorney. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon the registrant by the provisions of this article. The bond or other guarantee shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund.~~

#### DIVISION 5 Enforcement and Appeals

##### 35-379. - Enforcement remedies of Permit Obligations; Suspension and Revocation of Permits.

- (a) A violation of this article or any resolution adopted pursuant to this article may be enforced pursuant to Section 8-10 and by issuance of a uniform civil violation notice, citation, summons, or notice to appear in county court, or by filing an action in civil court for injunctive relief. ~~This article.~~ Article is supplemental and nothing contained herein shall prohibit the Town from enforcing this ~~article~~ Article by any other lawful means.
- (b) Failure of the Town to enforce any requirements of this article shall not constitute a waiver of the Town's right to enforce the article with respect to that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.
- (c) The Town Manager or his designee is authorized to give any notice required by law.
- (d) The Town Public Works Director may order the suspension of placement and maintenance work under a permit and ultimately may revoke any Permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any applicable statute, ordinance, rule or regulation or any condition of the permit. The types of substantial breach by Permittee may include, but are not limited to:
- (1) The violation of any material provision of the Permit;
  - (2) An evasion or attempt to evade any material provision of the Permit or the perpetration or attempt to perpetrate any fraud or deceit upon the Town or its citizens;
  - (3) Any material misrepresentation of fact in the process of Permittee's request for a Permit or Registration;
  - (4) The failure to maintain the required performance bond or insurance;
  - (5) The failure to properly restore the Town's Public Rights-of-way;
  - (6) The failure to correct within the specified time an order issued by the Town Engineer;
  - (7) The failure to Register, Re-Register, or provide notice of any transfer in accordance with this Article;
  - (8) The failure to relocate or remove Facilities pursuant to this Article and Sections 337.402, 337.403 and 337.404, Florida Statutes (2016) as same may be amended from time to time.
  - (9) The failure to report to the Town and Facility owner any damages caused to a facility during the execution of the work.
- (e) If the Town Public Works Director determines that the Permittee has committed a substantial breach of a term or condition of the Permit, the Town Public Works Director shall make a

written demand upon the Permittee to remedy such violation. The demand shall state that the continued violation(s) may be cause for revocation of the Permit. Further, a substantial breach as stated above will allow the Town Public Works Director, at his or her discretion, to place additional or revised conditions on the Permit.

- (f) Within thirty (30) calendar days of receiving notification of the breach, the Permittee shall contact the Town Public Works Director with a plan, acceptable to the Town Public Works Director, for its correction. The Town shall provide additional time as reasonably necessary for a Permittee to establish a plan acceptable to the Town Public Works Director taking into account the nature and scope of the alleged breach. The Permittee's failure to so contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or the Permittee's failure to reasonably implement the approved plan, shall be cause for revocation of the Permit. Further, the Permittee's failure to contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or Permittee's failure to implement the approved plan, shall be cause for the Permittee to be placed on probation for one full year.
- (g) The Town Public Works Director may establish a list of conditions for any Permit which, if breached, will be cause for the Permittee to be placed on probation for one full year, such as, but not limited to, working out of the allotted time period or working on a Town Public Right-of-way significantly outside the scope of the Permit. These conditions shall be stated on the Permit.
- (h) If a Permittee, while on probation, commits a breach as outlined above, the Permittee's Permit may be revoked, and the Permittee may not be allowed to obtain further Permits for one full year, except for emergency repairs and service requirements as mandated by State or federal regulations.
- (i) If a Permit is revoked, the Permittee shall reimburse the Town for the Town's reasonable costs, including restoration costs and the cost of collection and reasonable attorneys' fees incurred in connection with such revocation.
- (j) The Town Public Works Director may cause an immediate stop work order where the Permittee's construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.

### 35-38 - Appeals.

- (a) Final written decisions of the Town Manager or designee suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the Town Manager within 30 days of the date of the final written decision to be appealed. Any appeal not timely filed as set forth in this section shall be waived. The Town Council shall hear consider the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant or user, and a written decision shall be rendered within 30 days of the hearing.
- (b) The Town Council shall conduct a de novo hearing on the record and shall determine if:
  - (1) There was a departure from the essential requirements of the law in the proceedings appealed; or
  - (2) Competent, substantial evidence does not exist to support the decision.
- (c) If the Town Council determines that there was not a departure from the essential requirements of the law or that competent substantial evidence exists to support the decision of the Town Manager, then the decision of the Town Manager shall be upheld, otherwise it shall be overturned.

- (d) Appeal from a final decision by the Town Council shall be to the Circuit Court by filing a petition for writ of certiorari within thirty (30) days of the decision, pursuant to court rules. Any such appeal is voluntary, and in the absence of taking such appeal, the decision of the Town Council shall be deemed to be final. If an appeal is taken, however, the decision of the Town Council is no longer deemed to be final but instead is tolled pending the appeal
- (e) Nothing in this section shall affect or limit the remedies the Town has available under applicable law.

**35-3940. - Reports and records.**

- (a) A registrant shall provide the following documents to the Town as received or filed:
- (1) Any pleadings, petitions, notices and documents which may directly impact the obligations under this article and which are reasonably necessary for the Town to protect its interests under this article; and
  - (2) Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.
- (b) Nothing in this subsection shall affect the remedies a registrant has available under applicable law.
- (c) The Town shall keep any documentation, books and records of the registrant confidential to the extent required by Florida Statutes.

**DIVISION 6 Abandonment of a Facility and Reservation of Rights**

**35-401. - Abandonment of a Facility ~~communications or other facility~~.**

- (a) Upon determination by a registrant that one or more of its Facilities in a Town Public Right-of-way is to be abandoned, the Registrant shall notify the Town no later than 90 days from such determination, or no later than 30 days following such abandonment, whichever is sooner. Upon abandonment of a communications facility owned by a registrant in the public rights-of-way, the registrant shall notify the Town of such abandonment within 90 days.
- (b) The Town may direct the registrant by written notice to remove all or any portion of such abandoned ~~communications facility~~ Facility at the registrant's sole expense if the Town determines that the abandoned ~~communications facility's~~ Facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such ~~communications facility~~ Facility:
- (1) Compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way;
  - (2) Prevents another person from locating ~~facilities~~ Facilities in the area of public rights-of-way where the abandoned ~~communications facility~~ Facility is located when other alternative locations are not reasonably available; or
  - (3) Creates a maintenance condition that is disruptive to the use of any public rights-of-way.
- In the event of Subsection (b)(2) of this section, the Town may require the third person to coordinate with the registrant that owns the existing ~~communications facility~~ Facility for joint removal and placement, where agreed to by the registrant.
- (c) In the event that the Town does not direct the removal of the abandoned ~~communications facility~~ Facility, the registrant, by its notice of abandonment to the Town, shall be deemed to consent to the alteration or removal of all or any portion of the ~~communications facility~~ Facility by the Town or another person at such third party's cost.



- (d) If the registrant fails to remove all or any portion of an abandoned ~~communications facility~~ Facility as directed by the Town within a reasonable time period as may be required by the Town under the circumstances, the Town may perform such removal and charge the cost of the removal against the registrant.
- (e) In the event the Abandoned Facility is subject to a pole attachment agreement, then the obligation to remove the Abandoned Facility shall be in compliance with the federal Pole Attachment Act (47 USC Section 224), as same may be amended from time to time.

~~35-42. Force majeure.~~

~~In the event a registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such owner uses all practicable means to expeditiously cure or correct any such inability to comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of a registrant's directors, officers, employees, contractors or agents.~~

~~35-41~~43. - Reservation of rights.

- (a) The Town reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.
- (b) This article shall be applicable to all ~~communications facilities~~ Facility placed in the public rights-of-way on or after the effective date of the ordinance from which this article is derived and shall apply to all existing ~~communications facilities~~ Facilities placed in the public rights-of-way prior to the effective date of the ordinance from which this article is derived, to the full extent permitted by State and Federal law.

Sec. 35-42. No liability or warranty.

Nothing contained in this Article shall be construed to make or hold the Town responsible or liable for any damage to persons or any property whatsoever, from any cause whatsoever, arising from the use, operation or condition of the Registrant's Facilities by reason of any inspection or re-inspection authorized herein or failure to inspect or re-inspect. Nor shall the issuance of any Permit or the approval or disapproval of any Placement or Maintenance of the Registrant's Facilities as authorized herein constitute any representation, guarantee or warranty of any kind by, or create any liability upon the Town or any official, agent or employee thereof. Additionally, the Town shall not be responsible for any relocation costs incurred by any Registrant due to the Town's or any other Person's work in the Town's Public Rights-of-way.

ARTICLE III. COMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-WAY

DIVISION 1. Generally.

Sec. 35-43 Intent and Purpose.

It is the intent of the Town of Miami Lakes to promote the public health, safety and general welfare by: providing regulations governing the placement or maintenance of Communication Facilities in the Town's Public Rights-of-way; adopting and administering reasonable rules and regulations not inconsistent with State and Federal law, and Orders issued by the FCC, as each may be amended from time to time; establishing reasonable rules and regulations necessary to manage the placement or maintenance of Communication Facilities in the Town's Public Rights-of-way by all Communications Service Providers; minimizing disruption to the Town's Public Rights-of-way; promoting and encouraging Colocation of Telecommunication Facilities on existing, modified or replacement structures within the Town's Public Rights-of-way as a primary option generally preferred over the construction of new Communication Facilities that will either eliminate or reduce the need for the erection of new Communication Facilities; avoiding potential damage to the Town's Public Rights-of-way caused by Communication Facilities by ensuring that such Communication Facilities are soundly and carefully designed, constructed, modified and maintained; establishing reasonable rules and regulations necessary to manage the placement or maintenance of Communications Facilities in the Town's Public Rights-of-way by Communication Service Providers, Communications Facilities Providers, or Pass-Through Providers; and minimizing disruption to the Town's Public Rights-of-way. In regulating its Public Rights-of-way, the Town shall be governed by and shall comply with all applicable Federal and State Laws.

Persons seeking to place or maintain Communication Facilities in the Town's Public Rights-of-way shall comply with the provisions of this Article. Persons seeking to place or maintain Communication Facilities on private real- property or other real- property to which the Town, Miami-Dade County, the School District of Miami-Dade County, the South Florida Water Management District, the State of Florida or the Federal Government own a fee simple or leasehold interest in real property, located within the municipal boundaries of the Town shall comply with the provisions of the Chapter 13, Land Development Code (LDC), to the extent it applies.

35-44. - Definitions.

For purposes of this article the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words not otherwise defined in this section or in any permit that may be granted pursuant to this article shall be given the meaning set forth in the Communications Act of 1934, 47 USC 151 et seq., as amended, and any Orders issued by the FCC (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida Statutes, specifically definitions as found in section 337 of Florida Statutes; and, if not defined by Florida Statutes, shall be construed to mean the common and ordinary meaning or other applicable local, State, or Federal Law.

*Abandonment, or Abandoned* means 90 or more consecutive days with the absence of any active Communication Service Provider on a Communications Facility. An Abandoned Communication Facility shall be removed or cured as required by this Article. This term shall not include cessation of all use of a Communication Facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the Communications

Facility. If the Communication Facility is attached to an Existing Structure that has an independent function, such as a light pole, intersection signal, pedestrian signal, utility pole or the like, said Abandonment of the Communication Facility requires removal of the Communication Facility only and does not require the removal of the Existing Structure. The term shall also exclude the temporary cessation of the provision of Communication Services where the Provider intends to re-establish the provision of Communication Services in the future. For example, cable drops to homes that are deactivated based on competitive alternatives, but are maintained for when the customer re-activates service shall not be Abandonment of a Communication Facility. The temporary cessation with intent to re-activate must be documented to the satisfaction of the Town Public Works Director. Any Communication Facility that is not registered by a Communication Facility Provider, shall be considered Abandoned.

*Applicable Codes* means uniform building, fire electrical, plumbing, or mechanical codes adopted a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes ordinances adopted to implement this Article. The term includes objective design standards provided in this Article that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground mounted equipment. The term includes objective design standards provided in this Article that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived upon a showing that the design standards are not reasonably combative for the particular location of the small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within 45 days after the date of the request.

*Communications Facility Pole* means a pole-like structure either designed primarily as a Communications Facility or used as a Communications Facility. A Utility Pole is not a Communications Facility Pole for purposes of the Article. This term does not include infrastructure owned by an Electric Utility that is not used for Communication Services.

*Communications Facility or Communications System* means any permanent or temporary plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, Antennas, wireless facilities, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the Town and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer Communication Services. Pursuant to F.S. § 337.401, Communication Facility for purposes of this article shall not include communications facilities owned, operated or used by electric utilities or regional transmission organizations exclusively for internal communications purposes.

*Communications Services* means the transmission, conveyance or routing of voice, data, audio, video or any other information or signals, including Video Services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyances in accordance with Section 202.11, Florida Statutes as same may be amended from time to time. The term includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to a voice-over-internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added to a point, or between or among points, by or through



any electronic, radio, satellite, cable, optical, microwave or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. For the purpose of this article, cable service, as defined in F.S. § 202.11(2), is not included in this definition and cable service providers or providers of service via an open video system may be subject to other ordinances of the Town and shall require separate authorization from the Town.

Communications Services Tax means the local communications services tax authorized to be levied and collected by counties and municipalities upon chargers for Communications Services, pursuant to Section 202.20, Florida Statutes as same may be amended from time to time.

Electric Utility means any municipal electric utility, investor-owned electric utility, or rural electric cooperative which owns, maintains, or operates an electric generation, transmission, or distribution system as defined in F.S. 366.02, as amended.

Emergency means situations of a serious nature, developing suddenly and unexpectedly, and demanding immediate action that will affect public safety, disruption of utility service, or damage to the Rights-of-Way, and conditions that affects the public's health, safety or welfare.

Facility or Facilities means any tangible thing located in any Public Rights-of-way used to deliver Communications Services

FCC means the Federal Communications Commission.

Florida Building Code means the Florida Building Code promulgated under Chapter 553, Florida Statutes and includes the Miami-Dade County Amendments thereto as both may be amended from time to time.

In Public Rights-of-Way or In the Public Rights-of-Way means over, above, in, on or under the Public Rights-of-way within the Town over which the Town has jurisdiction, control and authority to regulate. The term also includes those Rights-of-way over which the County or State has jurisdiction and authority under the Florida Transportation Code, Chapter 334, Florida Statutes, as same may be amended from time to time, but where the County or State or both have delegated to the Town the authority to regulate the registration, permitting, placement, installation and maintenance of Communications Facilities in accordance with Chapter 35 of the Town Code of Ordinances.

LDC means the, Chapter 13 of the Town of Miami Lakes Code of Ordinances, titled "Land Development Code.

Order, as used in the definition of "Wireless Service Provider," shall mean as amended from time to time Order's promulgated by the FCC.

Micro Wireless Facility is a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, 12 inches in height, and an exterior antenna, if any, no longer than 11 inches.

Pass-Through Provider means any Person who places or maintains a Communications Facility in the Town's Public Rights-of-way that levies a tax pursuant to chapter 202 of Florida Statutes, as may be amended from time to time, and who does not remit taxes imposed by the Town pursuant to Chapter 202, Florida Statutes as same may be amended from time to time.

Permit means the Public Right-of-way permit that must be obtained before a Person may construct in the Public Right-of-way and shall include, but not be limited to Town Right-of-Way engineering and construction permits issued by the Town Public Works Director.

Person means any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative and all other groups or combinations, but shall not include the Town to the extent permitted by applicable law.

*Pole Attachment* means any attachment of a Communications Facility by a provider of Communication Services to an existing structure within a Public Right-of-way.

*Public Rights-of-Way* means a public right-of-way, public utility easement, highway, street, bridge, tunnel, pier, waterway, dock, wharf, court, lane, path or alley or any other property for which the Town has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface to the extent the Town holds a property interest therein. Public Rights-of-Way shall not include:

- (1) Private property;
- (2) Any real or personal Town property except as described above; or
- (3) Town buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the Public Rights-of-Way.

*Registrant or Facility Owner* means a communications services provider or other person that has registered with the Town in accordance with the provisions of this article.

*Registration and Register* means the process described in this article whereby a Communication Services Provider, Communication Facility Provider, Pass-Through Provider provides certain information to the Town by which it is determined whether the Person will be authorized to obtain Permits to place or maintain Facilities within the Town's Public Rights-of-Way.

*Small Wireless Facility* means a Wireless Facility that meets the following qualifications:

- (1) Each Antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume, or in the case of Antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- (2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or support structures.

*Stealth Design* means a method of camouflaging any tower, antenna or other Communications Facility, including, but not limited to, supporting electrical or mechanical equipment, which is designed to enhance compatibility with adjacent land uses and be as visually unobtrusive as possible. Stealth Design may include a Repurposed Structure or a Wrap.

*Town* means the Town of Miami Lakes, Florida, an incorporated municipality of the State of Florida, in its present form or in any later reorganized, consolidated or enlarged form.

*Utility Pole* means a pole or similar structure that is used in whole or in part to provide for Communication Facility, electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless the authority grants a waiver for such pole.

*Wireless Facility* means equipment at a fixed location which enable wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and

comparable equipment, regardless of technological configuration, and equipment associated with the wireless communication. The term includes small wireless facilities. The term does not include:

- (1) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (2) Wireline backhaul facilities; or
- (3) Coaxial or fiber-optic cable that is between wireless structure or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

## DIVISION 2. Registration.

### 35-45. - Registration for placing or maintaining Communications Facilities in Public Rights-of-Way.

- (a) Registration. A Communications Service Provider, Communication Facility Provider, or Pass-Through Provider that desires to place or maintain a Communications Facility in public rights-of-way in the Town shall first register with the Town in accordance with this Division. Subject to the terms and conditions prescribed in this Division, a registrant may place or maintain a Communications Facility in public Rights-of-Way. A Communications Services Provider, Communication Facility Provider, or Pass-Through Provider with an existing Facility in the public rights-of-way of the Town as of the effective date of the ordinance from which this Division is derived has 120 days from the effective date of the ordinance from which this Division is derived to comply with the terms of this Division, including, but not limited to, registration, or shall be in violation thereof.
- (b) No property right arises from Registration. A registration shall not convey any title, equitable or legal, in the public rights-of-way. Registration under this article governs only the placement or maintenance of Communication Facilities in Public Rights-of-Way. Registration does not excuse a Communications Services Provider, Communication Facility Provider, or Pass-Through Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on the Town's or another person's Facilities. Registration does not excuse a Communications Services Provider, Communication Facility Provider, or Pass-Through Provider from complying with all applicable law, including Town ordinances, codes or regulations, including this article, Federal or State laws, Regulations or Orders.
- (c) Registration is non-exclusive. Registration does not in and of itself establish a right to place or maintain, or establish priority for the Placement or Maintenance of a Communications Facility in the Town's Public Rights-of-way, but shall establish for the Registrant a right to apply for a Permit, if permitting is required by the Town. Registrations are expressly subject to any further amendment to or replacement of this Article and further subject to any additional Town ordinances or regulations, as well as any State or federal laws that may be enacted.
- (de) Content of Registration. Each Communications Services Provider, Communication Facility Provider, or Pass-Through Provider that desires to place or maintain a Communications Facility in Public Rights-of-Way in the Town shall, annually, file an original

registration along with two complete copies with the Town that shall include the following information:

- (1) Name of the applicant;
- (2) Name, address, telephone number, e-mail address and mobile phone number of the applicant's primary contact person in connection with the registration. Additionally, the applicant shall provide emergency contact information. The primary contact person shall be able to provide information regarding the registrant's Communications Facilities in the public rights-of-way, and shall be able to accept and coordinate any damage claims. The registrant shall also provide a secondary contact person enabling the Town to contact appropriate registrant's personnel in emergency situations, including, but not limited to, when registrant's construction or equipment has caused damage to other property. The registrant shall also provide the Town with a current telephone number for the secondary contact person which shall be available and monitored 24 hours per day, every day, by the registrant, to be utilized by the Town in case of an emergency. Such information shall be updated as necessary by the registrant to provide the Town with current and accurate information;
- (3) Evidence of the insurance coverage required under this article and acknowledgment that the registrant has received and reviewed a copy of this article;
- (4) A copy of Federal or State certification authorizing the applicant to provide Communications Services, if any;
- (5) If the applicant is a corporation and does not submit a State certification pursuant to Subsection (c)(4) of this section, proof of authority to do business in the State of Florida;
- (e) *Review and reporting.* The Town Manager or designee shall review the information submitted by the Applicant. If the Applicant submits information in accordance with Subsection (d) of this section, the Registration shall be effective, and the Town shall notify the applicant of the effectiveness of Registration by electronic mail. The Applicant may not apply for a permit to place or maintain Communication Facilities in the Public Rights-of-Way under this Article unless and until it has been notified that its application is complete and effective. If the Town determines that the information has not been submitted in accordance with Subsection (c) of this section, the Town shall notify the applicant by electronic mail of the non-effectiveness of registration and reasons for the non-effectiveness. The Town shall so notify an Applicant within 30 days after receipt of registration information from the Applicant.
- (f) *Cancellation.* A registrant may cancel a registration upon written notice to the Town that the registrant will no longer place or maintain any Communications Facilities in public rights-of-way and will no longer need to obtain permits to perform work in the public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain a Communication Facility in public rights-of-way.
- (g) *Annual Renewal.* A Registrant shall update its registration with the Town by April 1 of each year in accordance with the registration requirements in this Article and shall include Annual payment at the time of registration. Within 30 days of any change in the information required to be submitted pursuant to Subsection of this section, a Registrant shall provide updated information to the Town. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may, at the Town's discretion, result in the Town restricting the issuance of additional permits until the Registrant has complied with the registration requirements of this Article. Failure to renew

registration shall mean all facilities identified in prior registrations and all facilities not registered, shall be subject to subject to the procedures set forth in Section 35-49.

- (h) *Annual Payment.* A Registrant that places or maintains Communication Facilities in the public rights-of-way shall be required to pay to the Town the fees permitted by Florida Law of \$150 per Town pole facility upon which a small wireless facility is collocated and \$500 per linear mile of passthrough facility as be amended by the State. Such registrants shall pay such amounts before obtaining any permits and then annually thereafter in accordance with the Town's requirements. Failure to adhere to this section may result in the involuntary termination of Registrant's Registration and forfeiture of their equipment.
- (i) *Failure to Register:* A Registrant shall bear the responsibility to maintain his registration updated with the Town at all times. A Registrant's failure to Register, or renew Registration may result in the suspension of any open Permits and Civil Penalties subject to the procedures set forth in Section 35-49.

Sec. 35-46. Insurance.

- (a) *General.* A Registrant shall provide, pay for and maintain satisfactory to the Town the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having an A.M. Best A-VII or better rating. All liability policies shall provide that the Town is an additional insured as to the activities under this Article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the Town annually. Thirty (30) days advance written notice by registered, certified or regular mail or facsimile as determined by the Town must be given to the Town's Risk Manager of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the Town.
- (b) *Insurance Coverage and Limits of Insurance Coverage.* The insurance coverage and limits of coverage of insurance required shall be not less than the following:
- (1) *Worker's compensation and employer's liability insurance.* Requirements as spelled out in Florida Chapter 440.
- (2) *Comprehensive general liability.* Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits of no less than one million dollars (\$1,000,000) per occurrence, combined single limit and two million dollars (\$2,000,000) in the aggregate.
- (3) *Commercial Automobile liability.* Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this Article XII for limits of no less than one million dollars (\$1,000,000) per occurrence combined single limit each accident.
- (4) *Commercial excess or umbrella liability.* Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.
- (c) *Proof of Insurance.* Upon the effective date of the Registration, the Registrant shall submit to the Town proof that it has obtained the insurance required under this Article, including a certificate of insurance signed by the insurance agent.



- (d) Duration. The coverage provided herein shall be for a period not less than the period for which the indemnification obligations under this Article hereof are imposed.
- (e) Abandonment. Failure to maintain required coverage shall be deemed an Abandonment. Failure to maintain all the required insurance coverage shall be deemed an Abandonment of all of the Communications Facilities of the Registrant subject to the procedures set forth in Section 35-49.

35-47. Indemnification.

- (a) Liability. By reason of the acceptance of a Registration under this Article or the grant of a Permit under this Article, the Town does not assume any liability:
  - (1) For injuries to persons, damage to property, or loss of service claims by parties other than the Registrant or the Town;
  - (2) For claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of Facilities by Registrants or activities of Registrants.
- (b) Hold harmless. By registering with the Town, a Registrant agrees, or by applying for and accepting a Permit under this Article, a Permittee is required, to defend, indemnify, and hold the Town whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of its Communications Facilities, whether any act or omission complained of is authorized, allowed, or prohibited by a Permit, inspection of plans or work by the Town. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Registrant or to the Town; and the Registrant, in defending any action on behalf of the Town, shall be entitled to assert in any action every defense or immunity that the Town could assert in its own behalf. The provisions of this Section include, but are not limited to, the Town's reasonable attorneys' fees incurred in defending against any such claim, suit or proceeding(s).
- (c) Notification of issues. The Town agrees to notify the Registrant, in writing, within a reasonable time of the Town receiving notice, of any issue it determines may require indemnification.
- (d) Limitations. This indemnification obligation is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the registrant under workers' compensation, disability or other employee benefit acts, or the acceptance of insurance certificates required under this article, or the terms, applicability or limitations of any insurance held by the Registrant.
- (e) Investigation by registrant. The Registrant shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and shall bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Town, the Registrant shall assume and defend not only itself but also the Town in connection with any such claims and any such defenses shall be at no cost or expense whatsoever to the Town, provided, however, that a registrant's obligation hereunder shall not extend to any damages caused solely by the negligence, gross negligence or wanton or willful acts of the Town, its employees, agents, contractors, subcontractors or invitees. The Town (exercisable by the Town Attorney), shall retain the right to select counsel of its own choosing.
- (f) Waiver rights. The Town does not and shall not waive any rights against the Registrant which it may have by reason of this indemnification, or because of the acceptance by, or the Registrant's deposit with the Town of any of the insurance policies required by this Article for Registration.

- (g) Damages. This indemnification by the Registrant shall apply to all damages and claims for damages of any kind suffered, excepting any damages caused by the negligence, gross negligence or intentional acts of the Town, its employees, agents or contractors regardless of whether such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- (h) Defense and immunity. Nothing contained in this Section shall be construed or interpreted:
- (1) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; or
  - (2) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes as same may be amended from time to time.
- (i) Term. The indemnification requirements under this Section and this Article shall survive and be in full force and effect for a period of five (5) years after the termination or cancellation of a Registration.

35-48. - Force majeure. In the event a Registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the Registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such owner uses all practicable means to expeditiously cure or correct any such inability to comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of a registrant's directors, officers, employees, contractors or agents.

35-49. - Termination of registration.

- (a) Involuntary Termination. The involuntary termination of a previously effective registration may only be accomplished by an action of the Town Manager and such action may be appealed to the Town Council. The Town may declare the registration terminated and revoke and cancel all privileges granted under that registration if:
- (1) A Federal or Florida authority suspends, denies or revokes a registrant's certification or license to provide Communications Service;
  - (2) The Registrant's placement and maintenance of the Public Rights-of-Way or other roads or property within the Town presents an extraordinary danger to the general public or other users of the public rights-of-way; or
  - (3) The registrant voluntarily abandons all of its Communications Facilities in Public Rights-of-Way.
- (4) The registrant fails to update their information with the Town as set forth in this Ordinance.
- (b) Notification. Prior to such termination for any of the reasons set forth in this section, the Town Manager or his designee shall notify the registrant in writing, setting forth the matters pertinent to such reasons and describing the proposed action of the Town with respect thereto. The registrant shall have 60 days after receipt of such notice within which to cure the violation.
- (c) In the event of a vote by the Town Council to terminate the registration, the registrant shall, within 30 days following such termination, provide an acceptable plan for transferring

ownership of the Communications Facilities to another person in accordance with this Article or shall remove or Abandon the Communications Facilities and take such steps as are necessary to render every portion of the Communications Facilities remaining in the public rights-of-way safe. If the registrant has either Abandoned its Communications Facilities or chooses to Abandon its Communications Facilities, the Town may:

- (1) Require the registrant or the registrant's bonding company to remove some or all of the Communications Facilities from the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal;
  - (2) Require that some or all of the Communications Facilities be removed, and the public rights-of-way restored to their original condition at the registrant's expense, using Town employees, agents or contractors, and charge any and all costs to the registrant and require reimbursement; or
  - (3) Utilize or allow other persons to utilize the registrant's Abandoned Communications Facilities.
- (d) *Survival of obligations.* The obligations of the registrant hereunder shall survive the termination of a registration. In the event of a declaration of termination of registration, this provision does not permit the Town to cause the removal of any Communications Facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing Federal or State agency, where required, and is properly registered with the Town, for such certificated service, where required.

35-50. - Transfer of control, sale, or assignment of assets.

- (a) *Transfer of control, sale, or assignment of assets.* If a Registrant transfers, sells or assigns its Registration or its Communications Facilities in the Public Rights-of-Way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided to the Town within 20 days of the effective closing date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided herein within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Town that the transferee, buyer or assignee is the new applicant.
- (b) *Subordination.* Any mortgage, pledge, lease or other encumbrance on the Communications Facilities shall be subject and subordinate to the rights of the Town under this article and Applicable Law.

35-51. - Security Fund. At the time of registration and as a condition of receiving its first permit to place or to maintain a Communications Facility in public rights-of-way after the effective date of the ordinance from which this Article is derived, the registrant shall be required to file with the Town a security fund in the form of an annual bond or cash deposit in the sum of \$50,000.00, or a corporate guarantee for substantially the same amount and in a form that is legally acceptable to the Town. If the registrant files a bond, it shall have as a surety a company that is qualified to do business in the State of Florida, that has a minimum rating of AAA in Best's Key Rating Guide, Property/Casualty Edition and shall be subject to the approval of the Town Attorney. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements,



duties and obligations imposed upon the registrant by the provisions of this Article. The bond or other guarantee shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this Article, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or Abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund.

DIVISION 3. Permitting and Placement of Communication Facilities in the Public Rights-of-Way.

35-52. - Placement or maintenance of Communications Facilities, in public rights-of-way, in general, excluding Small Wireless Facilities.

(a) *Compliance.* Registrants and users and/or occupants agree at all times to comply with and abide by all applicable provisions of Federal and State law and Town ordinances, codes and regulations in placing or maintaining communications facilities in public rights-of-way.

(b) *Permit Required.* A Registrant shall not commence to place or maintain a Communications Facility in a Town Public Right-of-way until all applicable Permits, if required, have been issued, except in the case of routine maintenance or an emergency as provided for in this Article. In such cases deemed an emergency situation by the Public Works Director, the Registrant shall apply for Permits within 15 days of the incident or repair, whichever comes sooner. Registrants and users and/or occupants shall provide prompt notice to the Town of the placement or maintenance of a facility in public rights-of-way in the event of an emergency. The Registrant acknowledges that as a condition of granting a permit(s), the Town may impose reasonable conditions governing the Placement or Maintenance of a Communications Facility in the Town's Public rights-of-way related to the public, health, safety and welfare as permitted and set forth in Section 337.401 of Florida Statutes as same may be amended from time to time; however, no such imposed conditions shall prohibit or otherwise adversely impact the provision of Communications Services. Permits shall apply only to the areas of the Town's Public Rights-of-way specifically identified in the Permit. The Town may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements. This subsection does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.

(c) *Required information.* As part of any permit application to place a new or to replace an existing Communications Facility in public rights-of-way or other roads or property within the Town, the applicant shall provide information concerning the Communications Facility that sets forth the following, as required by the Town Manager:

(1) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Section 471.003 of Florida Statutes, identifying the location of the proposed facility, and including:

a. A description of any facility to be installed;

b. The facility's dimensions in feet;

- c. Site plan indicating where the facility will be located with electronic geodata; and
- d. Ability to demonstrate compliance with the Florida Building Code, for wind load requirements; and
- e. For new Communication Facility Poles, Wireless Support Structures, or any excavation work, a geotechnical report for the existing soil conditions, or a soil statement by a Florida licensed professional engineer, attesting to the soil conditions.
- (2) Plans and information, as required by this Article, on the ability of the public rights-of-way to accommodate the proposed Communications Facility;
- (3) If appropriate, given the Communications Facility, an estimate of the cost of restoration to the public rights-of-way;
- (4) The timetable for construction of the project or each phase thereof, and the areas of the Town which will be affected;
- (5) A full color photo-simulation showing the proposed new Communication Facility Poles and Wireless Support Structures installed in accordance with the application from the point of view of properties Adjacent to the proposed site;
- (6) A description of the type of Communication Facility and the manner in which the Communication Facility will be installed and/or modified (i.e. anticipated construction methods or techniques) to include:
  - (a) A description of Stealth Design to be utilized. Additionally, each application for a Permit to place a Communications Facility Pole in the Town's Public Rights-of-way shall include photographs showing the location and condition of the Surrounding Neighborhood, and a description of the Stealth Design techniques proposed to minimize the visual impact of the Communications Facility Pole or Wireless Support Structure and graphic depictions accurately representing the visual impact of the Communications Facility Pole or Wireless Support Structure when viewed from the street and from Adjacent properties.
  - (b) Alternatively, a signed and sealed statement from a Florida state licensed professional engineer that Stealth Design cannot be utilized on any particular Communication Facility and providing documentation demonstrating to the satisfaction of the Town Public Works Director that the proposed Communications Facility cannot employ Stealth Design and the proposed exterior location and configuration of equipment proposed are the minimum equipment necessary to achieve the needed function.
- (7) A temporary sidewalk closure plan, if appropriate given the Communication Facility proposed, to accommodate Placement or Maintenance of the Communication Facility.
- (8) A temporary traffic lane closure and management of traffic (MOT) plan, if appropriate given the Communication Facility proposed, to accommodate installation and/or modification of the Communication Facility.
- (9) Restoration plan given the Communication Facility proposed, and an estimate of the cost of restoration of the Town's Public Rights-of-way in the event the Communication Facility is Abandoned
- (10) A proposed timetable for Placement or Maintenance of the proposed Communication Facility or each phase of the Placement or Maintenance thereof, and the intended areas of the Town to be served by the Communication Facility.
- (11) Registrants shall not place or maintain signage on Communication Facilities in Town Public Rights-of-way, unless otherwise required by federal or State law; however, that Existing Structures that lawfully supported signage before being Repurposed may continue

- to support signage as otherwise permitted by law or Town Code, as same may be amended from time to time.
- (12) Communications Facilities not requiring FAA painting or marking shall have an exterior hard durable finish which enhances compatibility with adjacent uses, as approved by the Town Public Works Director.
- (13) A Communication Facility shall not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, State, or local rule, regulation, the FAA or law; provided, however, the Town may require the installation of an LED street light on a new Communications Facility Pole or Wireless Support Structure or an Existing Structure functioning as a light pole.
- (14) Such additional information or studies requested by the Town that the Town finds reasonably necessary to review the permit application to ensure continued level of service delivery of its Rights-of-Way.
- (d) Public accessibility, safety, and sufficiency of spacing. The Town shall have the power afforded by Florida Law to regulate Facilities to ensure that they meet Town requirements for public accessibility, safety and sufficiency of spacing, to ensure compliance with State of Florida and local laws and ordinances. In determining whether to permit and reasonably limit, or impose conditions or prohibit a Communications Facility to be placed or located within the Town's Public Rights-of-way, the Town Public Works Director shall consider the following standards and minimum requirements in his review and consideration of a Permit application and imposition of reasonable Permit conditions:
- (1) Sufficiency of space to accommodate present and pending applications for use of the Town's Public Rights-of-way. The sufficiency of space to accommodate all of the present and pending applications to place Communications Facilities and pending or planned applications to Place and Maintain Facilities in that area of the Town's Public Rights-of-way; and
- (2) Sufficiency of space to accommodate the Town's need for projected public improvements. The sufficiency of space to accommodate Town plans for public improvements or projects adopted as part of its community investment capital improvements plan that the Town determines in the best interest of the public; and
- (3) The impact on traffic and traffic safety; and
- (4) Impact on Existing Facilities. The impact upon existing Facilities in the Town's Public Rights-of-way; and
- (5) Distance separation from edge of pavement. No new Communication Facility shall be constructed, operated or maintained in the Town's Public Rights-of-way in violation of the State of Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, (commonly known as the "Florida Green Book") and for the Minimum Width of Clear Zones. In accordance with the Florida Green Book, the Public Works Director shall have the authority to reduce the minimum offset where that offset cannot be reasonably obtained and other alternatives are deemed impractical; and
- (6) Distance separation from sidewalk. No newly installed Communication Facility shall be Placed or Maintained in the Town's Public Rights-of-way within one (1) foot of a sidewalk that is five (5) feet or less in width. Co-location on an Existing Structures is exempt from this requirement; and

- (7) Installation at outermost boundary of Town's Public Rights-of-way. Where a superior site design results from Placement of a Communication Facility at or near the outermost boundary of the Town's Public Right-of-way, the farthest distance practicable from the centerline thereof and edge of pavement is encouraged. To the extent that the location of the sidewalk within the Town's Public Right-of-way precludes achievement of a superior site design or otherwise precludes compliance with all other requirements of this Article, then the Town Public Works Director or Registrant may propose and the Registrant may include in the Permit application a proposed re-routing of the sidewalk at its own expense, in order to achieve such superior site design or otherwise meet other requirement of this Article.
- (e) *Undergrounding of facility.* A Registrant or other user shall endeavor, to the greatest extent possible, to place all Communications Facilities underground. The Town may require the use of trenchless technology (i.e., directional bore method) for the installation of Communications Facilities in the public rights-of-way as well as joint trenching or the collocation of Communications Facilities in existing conduit. The registrant or user shall be solely liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the placement or maintenance of its Communications Facility within the public rights-of-way. The appropriate Town official may issue such rules and regulations concerning the placement or maintenance of a Communication Facility in public rights-of-way as may be consistent with this article and other applicable Federal and State laws or regulations.
- (f) *Notification of adjacent property owners.* Prior to the commencement of any work by the applicant pertaining to the placement and maintenance of Communications within the public rights-of-way or other roads or property within the Town, the Town Manager or designee may require the applicant to issue notice of the work to property owners who adjoin such affected area (the "Notification Area"). The notification area may be expanded at the Town's discretion and notice shall be effected in a manner deemed appropriate by the Town Manager or designee.
- (g) *Repair of damages.* A person placing or maintaining Communication Facilities in the public rights-of-way or other roads or property within the Town shall, at its own expense, restore the public rights-of-way, or any other adjacent property that has been damaged by work on the project, to at least its original condition before such work was initiated, subject to the Town's satisfaction upon inspection. Restoration shall include, among other things, the removal of all markings placed by users on the right-of-way, unless they are required to remain pursuant to State law. A registrant or user shall warrant restoration of the public rights-of-way or other roads or property within the Town for a period of 12 months after completion of such restoration. If the registrant or user fails to make such restoration within 30 calendar days after completion of construction, or such other time as may be required by the Town, the Town may, after written notice to the registrant or user, perform such restoration using Town employees, agents or contractors, and charge all costs of the restoration against the registrant or user in accordance with Florida Law and require reimbursement within 30 days after the submission of the bill by the Town to the registrant or user.
- (h) *Removal or relocation.* Removal or relocation at the direction of the Town of a Person's Communication Facility in the public rights-of-way shall be governed by Florida Law
- (i) *Property right not created.* A permit from the Town constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this Article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

- (j) Underground safety act. In connection with excavation in the public rights-of-way, a registrant and user shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in Section 556 of Florida Statutes.
- (k) Maintenance. A registrant and user shall place or maintain a Communications Facility in public rights-of-way in compliance with all applicable standards as established by all local, State or Federal law and in conformance with Applicable Codes and the Town Code. A registrant and user shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.
- (l) Coordination or work. In the interest of the public's health, safety and welfare, upon request of the Town, a registrant or user shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way or other roads or property within the Town. The Town may require a registrant or user to alter reasonably its placement or maintenance schedule for permitted work as necessary so as to minimize disruptions and disturbance in the public rights-of-way or other roads or property within the Town. The Town may provide a more definite time frame based on specific Town construction or maintenance schedules.
- (m) Existing facilities. A registrant or user shall not place or maintain its Communications Facilities so as to interfere, displace, damage or destroy any Communication Facilities, including, but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the Town or any other person's facilities lawfully occupying the public rights-of-way or other roads or property within the Town. The Registrant or user shall report to the Town any damage to existing Facilities and notify the Facility owner.
- (n) Conditions of rights-of-way. The Town makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the facilities, and any performance of work or costs incurred by the registrant or user or provision of services shall be at registrant's or user's sole risk. Nothing in this article shall affect the Town's authority to add, vacate or abandon public rights-of-way and the Town makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for facilities.
- (o) Inspections. The Town shall have the right to make such visual inspections of Communications Facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. In the event the Town determines that a violation exists with respect to a registrant's or user's placement or maintenance of Communications Facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the Town will provide the registrant or user no less than three days' written notice setting forth the violation and requesting correction. During the inspection, Town staff, employees or contractors shall not attempt to open, tamper, manipulate any equipment attached. Nothing herein shall limit the authority of the Town Manager, building official or their designee from taking appropriate action to address an imminent and immediate health or safety hazard.
- (p) Emergency. In an emergency, as determined by the Town Manager, Building Official, Public Works Director, or their designee, where the installation, use or maintenance of any Communications Facility poses an imminent and immediate health or safety hazard to pedestrians or vehicles, the Town shall, where feasible, give telephonic notice to the owner of the Communications Facility of the nature of the emergency and afford the owner the opportunity to remove or otherwise relocate the Communication Facility. Where telephonic



notice is not feasible or where the owner fails to address the emergency hazard, the Town Manager, building official or their designee may summarily and temporarily remove or relocate such Communication Facility, but only to the extent necessary to avoid the health or safety hazard at issue. Immediately following removal or relocation of any Communication Facility under these emergency procedures, the Town shall provide the owner of the facility with written notice of the action by certified mail, return receipt requested. If the Town removes such facility, the owner of such Communication Facility shall have 30 days after receipt of such written notice by the Town to claim the Communication Facility, or the Town may dispose of such Communication Facility.

35-53. Review of Communication Facility Poles, Utility Poles, Small Wireless Facilities in the Rights-of-Way.

(a) Purpose and Scope.

1. The purpose of this section is to provide appropriate local regulations in the review, permitting, and issuance of wireless facilities pursuant to Section 337.401(7), Florida Statutes, entitled the "Advanced Wireless Infrastructure Deployment Act." Notwithstanding any other provision to the contrary, the provisions identified herein and as referenced elsewhere in this Article, shall provide for the full scope of regulatory authority, as authorized by the Florida Statutes, in the regulation of, Small Wireless Facilities within the jurisdiction of the Town.
2. The approval of the installation, placement, maintenance, or operation of a wireless facility pursuant to this subsection does not authorize the provision of any voice, data, or video communications services or the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.
3. This subsection does not affect provisions relating to Pass-Through Providers in this Article and at Section 337.401(6) Florida Statutes.
4. This subsection does not authorize a person to collocate Small Wireless Facilities or Micro Wireless Facilities on an authority Utility Pole, place Small Wireless Facilities, or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association.
5. This subsection does not apply to the installation, placement, maintenance, or replacement or routine maintenance of Micro Wireless facilities or replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size.

(b) Electronic mail. All correspondence with the applicant, including but not limited to, plan review comments, requests for additional information, and permit/registration status, whether for submittal of registration or for building permit, shall be by electronic mail.

(c) Process, review and issuance of permits. The Town shall accept applications for permits and shall process and issue permits subject to the following requirements:

1. The Town may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or pole space for the authority.
2. An applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate the applicant's compliance with applicable codes for the placement of Wireless Facilities in the locations identified the application.
3. The Town may not require the placement of wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole.

4. The Town may not limit the placement of Wireless Facilities by minimum separation distances. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a Wireless Facility be moved to another location in the right-of-way and placed on an alternative authority Utility Pole or support structure or may place a new Utility Pole. The authority and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.
5. The Town shall limit the height of a Wireless Facility to 10 feet above the utility pole or structure upon which the wireless facility is to be collocated. Unless waived by the Town, the height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the Wireless Facility. If there is no Utility Pole within 500 feet, the authority shall limit the height of the Utility Pole to 50 feet.
6. Except as provided in subparagraphs 4. and 5., the installation of a Utility Pole in the public rights-of-way designed to support a Wireless Facility shall be subject to the Town's rules or regulations governing the placement of utility poles in the public rights-of-way and shall be subject to the application review timeframes in this subsection.
7. Within 14 days after receiving an application, the Town must determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the Town must specifically identify the missing information. An application is deemed complete if the authority fails to provide notification to the applicant within 14 days.
8. An application must be processed on a nondiscriminatory basis. A complete application is deemed approved if the Town fails to approve or deny the application within 60 days after receipt of the application. If the Town does not use the 30-day negotiation period provided in subparagraph 4., the parties may mutually agree to extend the 60-day application review period. The Town shall grant or deny the application at the end of the extended period. A permit issued pursuant to an approved application shall remain effective for one (1) year unless extended by the authority.
9. The Town must notify the applicant of approval or denial by electronic mail. The Town shall approve a complete application unless it does not meet the Town's Applicable Codes. If the application is denied, the Town shall specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the Town denies the application. The applicant may cure the deficiencies identified by the Town and resubmit the application within 30 days after notice of the denial is sent to the applicant. The Town shall approve or deny the

revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

10. An applicant seeking to collocate wireless facilities within the Town may, at the applicant's discretion, file a consolidated application and receive a single permit for the collocation of up to 30 Wireless Facilities. If the application includes multiple Wireless Facilities, the Town may separately address Wireless Facility collocations for which incomplete information has been received or which are denied.

11. The Town may deny a proposed collocation of a Wireless Facility in the public rights-of-way if the proposed collocation:

- a. Materially interferes with the safe operation of traffic control equipment.
- b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
- c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- d. Materially fails to comply with the latest edition of the Florida Department of Transportation Utility Accommodation Manual.
- f. Fails to comply with applicable codes.

12. The Town may reserve space on Town utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a Wireless Facility. If replacement of the Town utility pole is necessary to accommodate the collocation of the Wireless Facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.

13. A structure granted a permit and installed pursuant to this subsection shall comply with Chapter 333, Florida Statutes, and federal regulations pertaining to airport airspace protections.

(d) The Town shall not require approval or require fees or other charges for:

- 1. Routine maintenance;
- 2. Replacement of existing wireless facilities with Wireless Facilities that are substantially similar or of the same or smaller size; or
- 3. Installation, placement, maintenance, or replacement of Micro Wireless Facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane.

(e) Collocation of Wireless Facilities on Utility Poles is subject to the following requirements:

- 1. The Town shall not enter into an exclusive arrangement with any person for the right to attach equipment to authority utility poles.
- 2. The rates and fees for collocations on authority utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.
- 3. The rate to collocate wireless facilities on a Town utility pole shall be \$150 per pole annually.
- 4. Agreements between the Town and wireless providers that are in effect on July 1, 2017, and that relate to the collocation of wireless facilities in the right-of-way, including the collocation of Wireless Facilities on authority utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and



- terms established under this subsection for Wireless Facilities and Utility Poles that are the subject of an application submitted after the rates, fees, and terms become effective.
5. A person owning or controlling an Authority Utility Pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or 3 months after receiving a request to collocate its first Wireless Facility on a Utility Pole owned or controlled by an Authority, the person owning or controlling the authority Utility Pole shall make available, through ordinance or otherwise, rates, fees, and terms for the collocation of Wireless Facilities on the Authority Utility Pole which comply with this subsection.
- a. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.
- b. For a Town Utility Pole that supports an aerial facility used to provide Communications Services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested Collocation must include pole replacement if necessary.
- c. For a Town Utility Pole that does not support an aerial facility used to provide communications services or electric service, the authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, the Town may require the applicant seeking to Collocate a Wireless Facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the Wireless Facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a Utility Pole that is substantially similar in color and composition. The Town may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the Authority.
- d. The Town shall not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to Communications Services providers other than wireless services providers for similar work and may not include any consultant fee or expense.
- (f) A wireless provider shall, in relation to a wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements of the Town. Any such requirements may be waived by the Town Manager.
- (g) A wireless infrastructure provider may apply to the Town to place utility poles in the public rights-of-way to support the collocation of Wireless Facilities. The application must include an attestation that Wireless Facilities will be collocated on the Utility Pole or structure and will be used by a wireless services provider to provide service within 9 months after the date the application is approved. The Town shall accept and process the application in accordance with

section 35-51(c)6, and any applicable codes and other local codes governing the placement of Utility Poles in the public rights-of-way.

#### DIVISION 4 Enforcement and Appeals

##### 35-54. - Enforcement remedies of Permit Obligations; Suspension and Revocation of Permits.

- (a) A violation of this article or any resolution adopted pursuant to this article may be enforced pursuant to Section 8-10 and by issuance of a uniform civil violation notice, citation, summons, or notice to appear in County Court, or by filing an action in civil court for injunctive relief. This Article is supplemental, and nothing contained herein shall prohibit the Town from enforcing this Article by any other lawful means.
- (b) Failure of the Town to enforce any requirements of this article shall not constitute a waiver of the Town's right to enforce the Article with respect to that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.
- (c) The Town Manager or his designee is authorized to give any notice required by law.
- (d) The Town Public Works Director may order the suspension of placement and maintenance work under a permit and ultimately may revoke any Permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any applicable statute, ordinance, rule or regulation or any condition of the permit. The types of substantial breach by Permittee may include, but are not limited to:
  - (1) The violation of any material provision of the Permit;
  - (2) An evasion or attempt to evade any material provision of the Permit or the perpetration or attempt to perpetrate any fraud or deceit upon the Town or its citizens;
  - (3) Any material misrepresentation of fact in the process of Permittee's request for a Permit or Registration;
  - (4) The failure to maintain the required performance bond or insurance;
  - (5) The failure to properly restore the Town's Public Rights-of-way;
  - (6) The failure to correct within the specified time an order issued by the Town Engineer;
  - (7) The failure to Register, Re-Register, or provide notice of any transfer in accordance with this Article;
  - (8) The failure to relocate or remove Facilities pursuant to this Article and Sections 337.402, 337.403 and 337.404, *Florida Statutes* (2016) as same may be amended from time to time.
  - (9) The failure to report to the Town and Facility owner any damages caused to their Facilities during the execution of the work.
- (e) If the Town Public Works Director determines that the Permittee has committed a substantial breach of a term or condition of the Permit, the Town Public Works Director shall make a written demand upon the Permittee to remedy such violation. The demand shall state that the continued violation(s) may be cause for revocation of the Permit. Further, a substantial breach as stated above will allow the Town Public Works Director, at his or her discretion, to place additional or revised conditions on the Permit.
- (f) Within thirty (30) calendar days of receiving notification of the breach, the Permittee shall contact the Town Public Works Director with a plan, acceptable to the Town Public Works Director, for its correction. The Town shall provide additional time as reasonably necessary for a Permittee to establish a plan acceptable to the Town Public Works Director taking into account the nature and scope of the alleged breach. The Permittee's failure to so contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or the

Permittee's failure to reasonably implement the approved plan, shall be cause for revocation of the Permit. Further, the Permittee's failure to contact the Town Public Works Director, or the Permittee's failure to submit an acceptable plan, or Permittee's failure to implement the approved plan, shall be cause for the Permittee to be placed on probation for one full year.

- (g) The Town Public Works Director may establish a list of conditions for any Permit which, if breached, will be cause for the Permittee to be placed on probation for one full year, such as, but not limited to, working out of the allotted time period or working on a Town Public Right-of-way significantly outside the scope of the Permit. These conditions shall be stated on the Permit.
- (h) If a Permittee, while on probation, commits a breach as outlined above, the Permittee's Permit may be revoked, and the Permittee may not be allowed to obtain further Permits for one full year, except for emergency repairs and service requirements as mandated by State or federal regulations.
- (i) If a Permit is revoked, the Permittee shall reimburse the Town for the Town's reasonable costs, including restoration costs and the cost of collection and reasonable attorneys' fees incurred in connection with such revocation.
- (j) The Town Public Works Director may cause an immediate stop work order where the Permittee's construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.

### 35-55 - Appeals.

- (a) Final written decisions of the Town Manager or designee suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the Town Manager within 30 days of the date of the final written decision to be appealed. Any appeal not timely filed as set forth in this section shall be waived. The Town Council shall hear the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant or user, and a written decision shall be rendered within 30 days of the hearing.
- (b) The Town Council shall conduct a de novo hearing on the record and shall determine if:
  - (1) There was a departure from the essential requirements of the law in the proceedings appealed; or
  - (2) Competent, substantial evidence does not exist to support the decision.
- (c) If the Town Council determines that there was not a departure from the essential requirements of the law or that competent substantial evidence exists to support the decision of the Town Manager, then the decision of the Town Manager shall be upheld, otherwise it shall be overturned.
- (d) Appeal from a final decision by the Town Council shall be to the Circuit Court by filing a petition for writ of certiorari within thirty (30) days of the decision, pursuant to court rules. Any such appeal is voluntary, and in the absence of taking such appeal, the decision of the Town Council shall be deemed to be final. If an appeal is taken, however, the decision of the Town Council is no longer deemed to be final but instead is tolled pending the appeal
- (e) Nothing in this section shall affect or limit the remedies the Town or Registrant has available under applicable law.

### 35-56. - Reports and records.

- (a) A registrant shall provide the following documents to the Town as received or filed:

- (1) Any pleadings, petitions, notices and documents which may directly impact the obligations under this article and which are reasonably necessary for the Town to protect its interests under this article; and
- (2) Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.
- (b) Nothing in this subsection shall affect the remedies a registrant has available under applicable law.
- (c) The Town shall keep any documentation, books and records of the registrant confidential to the extent required by Florida Statutes.

#### DIVISION 5 Abandonment of a Communication Facility and Reservation of Rights

##### 35-57. - Abandonment of a Communications Facility.

- (a) Upon determination by a registrant that one or more of its Communications Facilities in a Town Public Right-of-way is to be Abandoned, the Registrant shall notify the Town no later than 90 days from such determination, or no later than 30 days following such Abandonment, whichever is sooner.
- (b) The Town may direct the registrant by written notice to remove all or any portion of such Abandoned Communications Facility at the registrant's sole expense if the Town determines that the Abandoned Communications Facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such Communications Facility:
  - (1) Compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way;
  - (2) Prevents another person from locating facilities in the area of public rights-of-way where the Abandoned Communications Facility is located when other alternative locations are not reasonably available; or
  - (3) Creates a maintenance condition that is disruptive to the use of any public rights-of-way.

In the event of Subsection (b)(2) of this section, the Town may require the third person to coordinate with the registrant that owns the existing Communications Facility for joint removal and placement, where agreed to by the registrant.
- (c) In the event that the Town does not direct the removal of the Abandoned Communications Facility, the registrant, by its notice of Abandonment to the Town, shall be deemed to consent to the alteration or removal of all or any portion of the Communications Facility by the Town or another person at such third party's cost.
- (d) If the registrant fails to remove all or any portion of an Abandoned Communications Facility as directed by the Town within a reasonable time period as may be required by the Town under the circumstances, the Town may perform such removal and charge the cost of the removal against the registrant.
- (e) In the event the Abandoned Facility is subject to a pole attachment agreement, then the obligation to remove the Abandoned Communication Facility shall be in compliance with the federal Pole Attachment Act (47 USC Section 224), as same may be amended from time to time.

##### 35-58. - Reservation of rights.

- (a) The Town reserves the right to amend this Article as it shall find necessary in the lawful exercise of its police powers.
- (b) This article shall be applicable to all Communication Facilities placed in the public rights-of-way on or after the effective date of the ordinance from which this article is derived and shall apply to all existing Communication Facilities placed in the public rights-of-way prior to the effective date of the ordinance from which this article is derived, to the full extent permitted by State and Federal law.

Sec. 35-59. No liability or warranty.

Nothing contained in this Article shall be construed to make or hold the Town responsible or liable for any damage to persons or any property whatsoever, from any cause whatsoever, arising from the use, operation or condition of the Registrant's Communications Facilities by reason of any inspection or re-inspection authorized herein or failure to inspect or re-inspect. Nor shall the issuance of any Permit or the approval or disapproval of any Placement or Maintenance of the Registrant's Communications Facilities as authorized herein constitute any representation, guarantee or warranty of any kind by, or create any liability upon the Town or any official, agent or employee thereof. Additionally, the Town shall not be responsible for any relocation costs incurred by any Registrant due to the Town's or any other Person's work in the Town's Public Rights-of-way.

DIVISION 6 – Fees and Taxes

Sec. 35-60. Communications Services Tax In Lieu of Permit Fee.

A Registrant that places or maintains Communications Facilities in the Town's Public Rights-of-way and that pays Communications Services Taxes shall not be required to pay a permit fee since the Town has elected to collect the Communications Services Tax pursuant to Ch. 202, *Florida Statutes* as same may be amended from time to time. Pass-Through Providers shall pay a fee pursuant to Section 337.401 (5), *Florida Statutes* as same may be amended from time to time and Town Code Section 35-63.

Sec. 35-61 Other Fees.

- (a) Pass-Through Providers shall pay to the Town on an annual basis an amount equal to Five Hundred Dollars (\$500.00) per linear mile or portion thereof of Communications Facilities placed and/or maintained in the Town's Public Rights-of-way.
  - (1) The amounts charged shall be based on the linear miles of Town Rights-of-way where Communications Facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.
  - (2) Any annual amount charged shall be reduced for a prorated portion of any 12-month period during which the Pass-Through Provider remits taxes imposed by the Town pursuant to Chapter 202, *Florida Statutes* (2016) as same may be amended from time to time.
  - (3) Annual payments shall be due and payable on April 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the Town shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the Town may have for additional sums due and payable. All fee payments shall be

subject to audit by the Town, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the Town, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made.

(4) If the payments required by this Section are not made within ninety (90) days after the due date, the Town Engineer may withhold the issuance of any Permits to the Registrant until the amount past due is paid in full

(b) A Registrant that provides communications services as defined in F.S. § 202.012(3), within the Town, shall pay to the Town the fees permitted by Florida Law of \$150 per pole facility and wireless facility owned by the Town.





## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Alex Rey, Town Manager**  
**Subject: FY 2017-18 Carryforward Budget Amendment**  
**Date: 1/16/2018**

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### **Recommendation:**

Approve amendment to the FY 2017-18 Budget to carry over the prior year's estimated surplus to fund the following: (1) the completion of projects that were budgeted and commenced but not completed in the prior fiscal year; (2) allocate funds for one-time operating and/or capital improvement expenditures; and (3) recognize donations received for specific Town events. The proposed line item modifications are described below and summarized in Exhibit A.

### **Background:**

#### **GENERAL FUND**

The unrestricted General Fund Balance at the beginning of FY 2016-17 was \$4,553,946. During the year, Council approved the transfer of \$1,399,523 from Fund Balance for: additional funding of legal fees and litigation reserve (\$624,000), beautification projects (\$200,000), parks improvements (\$162,300), employee retention (\$100,000), educational travel and media training (\$58,300), other miscellaneous projects (\$133,480), and an unassigned surplus (\$121,443).

Additionally, Council approved a temporary transfer of \$1,500,000 from Fund Balance to the Disaster Fund to cover Hurricane Irma related expenses until such amount is recovered from the Federal Emergency Management Agency (FEMA).

It is estimated that Hurricane Irma related expenses will total approximately \$3.8M. We expect FEMA to reimburse approximately 78% of that amount, which leaves an expense to the General Fund of \$836,000 due to expenses not reimbursable by FEMA. As such, staff is proposing to transfer \$836,000 from the General Fund Balance to the Disaster Fund where expenses are recorded. It is noteworthy that staff obtained an authorization of \$1.5M, however, only \$836,000 is required to satisfy our expenditures for Hurricane Irma.

For accounting purposes, a receivable from FEMA was recorded and corresponding transactions are reflected in this Amendment accordingly.

At the end of FY 2016-17, operations are estimated to result in a net surplus of approximately \$1,175,296 of which staff is recommending to reserve \$629,854 in General Fund fund balance. From the available amount of \$545,442, Council approved \$500,000 for carryforward at the adoption of the FY 2017-18 Budget for litigation/settlement reserve. Staff is now proposing to bring over \$45,442 into FY 2017-18 Budget for

projects/programs that commenced but not completed in the prior year: These include:

- \$15,000 for annual leave cash-out as part of the employee retention program
- \$20,442 for upgrade to the PBX Cisco System (phones), and
- \$10,000 in donations for the Youth Activity Task Force programs.

This will leave a General Fund Balance of \$2,948,277, as summarized in the analysis below. It should be noted that of the total amount, 15% of the Adopted General Fund Budget or \$2,528,730 is required as a minimum reserve.

### **GENERAL FUND BALANCE ANALYSIS**

<b>FY 2016-17 Beginning Fund Balance</b>	<b>\$4,553,946</b>
Transfers for carryover projects and legal fees	<b>(\$1,399,523)</b>
Excess (Deficiency) of Revenues over Expenditures	<b>1,175,296</b>
<b>FY 2016-17 Ending Fund Balance</b>	<b>\$4,329,719</b>
<hr/>	
<b>FY 2017-18 Beginning Fund Balance</b>	<b>\$4,329,719</b>
Reserved for legal fees	<b>(\$500,000)</b>
Transfer for carryover projects	<b>(\$45,442)</b>
Transfer to Disaster Fund	<b>(\$836,000)</b>
<b>Estimated Ending Fund Balance</b>	<b>\$2,948,277</b>

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### **DISASTER FUND**

As previously mentioned, Hurricane Irma related expenses is estimated at \$3.8M. Federal disaster assistance has been made available from FEMA, and it is expected that the Town will be reimbursed approximately 78% or \$2,964,000. The remaining \$836,000 is not expected to be reimbursed, and these expenses will therefore be covered by the General Fund.

In FY 2017 expenses totaled \$1,750,987, and \$2,049,013 in expenditures is estimated for FY 2018. The Disaster Fund was created to capture all response and recovery costs associated with a major disaster, and the revenues or grants to reimburse these costs. Accordingly, this amendment budgets for the revenues from the General Fund (\$836,000) and FEMA (\$1,213,013), and the associated expenses including debris removal and monitoring (\$1,834,653), emergency protective measures (\$54,744), roads and bridges (\$13,295), building/facilities repairs (\$46,510) and parks repairs (\$99,811). The total FY 2017-18 Budget for the Disaster Fund is \$2,049,013.

### **SPECIAL REVENUE FUND**

**People's Transportation Plan (PTP 80%) – LED Light Conversion Program - \$116,720** – At the end of FY 2017, the conversion of approximately 915 Town-owned street lights from HPS to LED was approximately 70% complete. This amendment carries forward the remaining funds from the prior year to complete the installation of the LED street lights, and increases the PTP 80% total budget from \$1,408,781 to \$1,525,501. The project is expected to be completed by the end of March 2018.

### **CAPITAL PROJECTS FUND**

At the beginning of FY 2016-17, the Capital Projects Fund had \$2,617,135 allocated to fund capital improvements throughout the Town. During the year, the Fund received \$3,298,617 in inter-governmental revenues, grants, and inter-fund transfers to fund additional capital improvements. Approximately \$2,811,300 was spent on completing budgeted projects. These completed projects include Miami Lakes Optimist Clubhouse, Canine Cove, Canal Bank Stabilization Phase 1, Hutchinson Roadway and Drainage



Improvement, NW 64<sup>th</sup> Avenue milling and resurfacing, Beautification Project (FDOT) at NW 154<sup>th</sup> Street and the Palmetto, IT infrastructure upgrades throughout the Parks, and other parks improvements. *The remaining \$3,104,430 is earmarked for the projects that were budgeted but not completed in FY 2017, and therefore available for carryforward to be re-budgeted in FY 2018.*

The FY 2017-18 Adopted Budget, however, assumed a carry-forward amount of \$2,633,574 for those projects that were not completed in FY 2017, including the generator and enclosure at Town Hall (\$144,135); park facilities improvements (\$255,000); Par 3 Park (\$150,000); Lake Sarah roadway and drainage improvement (\$1,563,739); the underpass bridges project (\$330,000); and Safe Routes to School (\$190,700). This budget amendment now adjusts the carry-forward amount for the difference of \$470,855 and re-appropriates the remaining balances for these projects. In addition, due to timing, \$1,084,590 in revenues that were not received in the prior year are also re-budgeted to offset the project expense. These projects are listed in the chart below and detailed in Exhibit A attachment. The amendment increases the FY 2017-18 Capital Projects Fund Budget from \$7,931,640 to \$9,487,085.

<b>Detail - Capital Projects Fund Carryover</b>	
FDOT Beautification Grant 1703 - Revenue	\$ (100,000)
Transfer in from Impact Fees - POS - Revenue	\$ (38,000)
FDOT Beautification Grant 1409 - Revenue	\$ (100,000)
Safe Routes to School - Revenue	\$ (170,000)
Complete Streets MPO Grant - Revenue	\$ (17,725)
Developer Contribution in lieu of Road Impact Fees	\$ (233,865)
Lake Sarah Grants (SFWMD & FDEP)	\$ (425,000)
NW 154th Street Highway Beautification	\$ 196,477
Dog Park Opening Event	\$ 5,355
ROW Enhancement on Miami Lakes Drive	\$ 100,000
West Lake Neighborhood Reforestation	\$ 94,763
Robert Alonso Comm Center - water fountain installation	\$ 5,200
MCCC roof replacement balance	\$ 5,606
Parks WiFi Upgrade - electrical installation	\$ 14,400
Pocket Parks upgrade	\$ 40,600
Generator & Enclosure	\$ (36,250)
Safe Routes to School	\$ 69,550
Complete Streets	\$ 10,651
82nd Avenue & Oak Lane Reconfiguration	\$ 53,225
Adaptive Signalization	\$ 174,867
NW 67th Avenue & Palmetto Widening	\$ 33,678
Bicycle/Pedestrian Improvement	\$ 23,250
Windmill Gate Improvement	\$ 384,059
Canal Bank Stabilization Phase 2	\$ 103,450
Lake Sarah Roadway & Drainage	\$ 179,535
Contingency/Reserves	\$ 97,028
<b>TOTAL</b>	<b>\$ 470,855</b>

### **IMPACT FEES FUND**

**Parks Impact Fees** – In FY 2017, the Town anticipated receiving approximately \$1.7M in Parks Impact Fees revenues from the Lennar Project development. Actual revenues received in FY 2017 was \$1,020,716,

approximately \$664,621 less than projected due to the timing of permit processing. The carryover fund balance to FY 2018 was therefore overstated by \$664,621. This amendment adjusts the FY 2017-18 Budget carryover fund balance from \$957,735 to \$293,114, and budgets for the balance of the revenues from the Lennar Project (\$664,621).

### **STORMWATER UTILITY FUND**

Stormwater Master Plan Update - \$30,345 - The FY 2017-18 Budget contains an appropriation of \$30,000 to update the Stormwater Master Plan to include reflect several completed stormwater projects that have enhanced and improved the Town's stormwater system, as well as assess areas of the Town for stormwater programming and priorities. A work order was recently awarded in an amount not to exceed \$60,345 for the Master Plan update, and therefore additional funds are required for this expense.

At the end of FY17, the Stormwater Utility Fund operations resulted in a net surplus of approximately \$465,685, available for carryforward to the current year. The FY18 Budget, however, assumes a carryforward amount of \$288,148. This amendment proposes to adjust the carryforward amount for the additional \$177,537 so that funds are made available for the Master Plan Update (\$30,345), and the difference to the reserve line item (\$147,192) for future stormwater project needs. This amendment increases the Stormwater Utility Fund from \$1,420,148 to \$1,597,685.

### **DONATIONS - \$10,850**

During the year, unanticipated donations are received from individuals and the business community to fund specific events and enhance certain activities and programs. This budget amendment increases the General Fund by recognizing the donations received to date, and appropriates said funds for expenditure. Donations totaling \$10,850 were received from sponsors for the following: Elderly Affairs Committee events including Senior Social (\$1,500), Senior Games (\$1,000), Senior Field Trip (\$500), Meet and Eat (\$500) and Community Forum (\$500); Youth Activity Task Force event Halloween Haunted House (\$3,850), Cultural Affairs Committee event Hispanic Heritage (\$500), and Veteran's Day Parade (\$2,500).

### **ATTACHMENTS:**

Description

Ordinance

FY 2017-18 Amended Budget Detail Line Items

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 17-213; AMENDING THE TOWN'S FISCAL YEAR 2017-2018 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the "Town") Charter, the Town Council adopted Fiscal Year 2017-2018 Budget (the "Budget") by Ordinance 17-213; and

**WHEREAS**, based upon the review, analysis, and the recommendation of the Town Manager, the Town Council has determined that it is necessary to amend the Budget to provide for carryover of funds as set forth in Exhibit "A," attached hereto.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

**Section 2. Budget Amendment.** The Fiscal Year 2017-2018 Budget adopted in Ordinance No. 17-213 is amended as set forth in the documents entitled "Town of Miami Lakes FY 2017-2018 Adopted Budget" attached hereto as Exhibit "A." The Town Council hereby modifies the Budget to provide for the inclusion of additional carryover funds, line item adjustments, and 2017-2018 project related expense carryover. All other terms and conditions of Ordinance No. 17-213 not otherwise amended by this Ordinance remain in full force and effect.

**Section 3. Authorization of Town Manager.** The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

**Section 4. Authorization of Fund Expenditures.** The Town Manager or his/her designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Budget and the terms and conditions of this Ordinance.

**Section 5. Conflicts.** All sections or parts of sections of the Town Code that conflict with this Ordinance are repealed to the extent of such conflict.

**Section 6. Severability.** The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause, provision or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7. Effective date.** This Ordinance shall be effective upon adoption on second reading.

### **FIRST READING**

The foregoing ordinance was moved by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on first reading this 16<sup>th</sup> day of January, 2018.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**SECOND READING**

The foregoing ordinance was moved by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Manny Cid  
MAYOR

Attest:

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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
**GENERAL FUND**  
**Revenue by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	AMENDMENT/REVISION COMMENTS
<b><u>Ad Valorem Taxes</u></b>				
Current Ad Valorem Taxes	\$ 6,694,100	\$ -	\$ 6,694,100	
Current Ad Valorem Taxes - Pers. Prop.	-		-	
Delinquent Ad Valorem Taxes	-		-	
<b>Sub-total: Taxes</b>	<b>\$ 6,694,100</b>	<b>\$ -</b>	<b>\$ 6,694,100</b>	
<b><u>Franchise Fees</u></b>				
Franchise Fees - Electricity	\$ 925,000		\$ 925,000	
<b>Sub-total: Franchise Fees</b>	<b>\$ 925,000</b>	<b>\$ -</b>	<b>\$ 925,000</b>	
<b><u>Utility Service Tax</u></b>				
Utility Service Tax - Electricity	\$ 2,809,213		\$ 2,809,213	
Utility Service Tax - Water	425,000		425,000	
Utility Service Tax - Gas	75,000		75,000	
<b>Sub-total: Utility Services Tax</b>	<b>\$ 3,309,213</b>	<b>\$ -</b>	<b>\$ 3,309,213</b>	
<b><u>Intergovernmental Revenues</u></b>				
Communications Service Tax	\$ 1,294,000		\$ 1,294,000	
State Revenue Sharing	810,000		810,000	
Alcoholic Beverage License	18,000		18,000	
Grants - Byrne Grant	3,600		3,600	
Grants - VARIOUS	5,500		5,500	
Half-cent Sales Tax	2,380,000		2,380,000	
<b>Sub-total: Intergovernmental</b>	<b>\$ 4,511,100</b>	<b>\$ -</b>	<b>\$ 4,511,100</b>	
<b><u>Permits &amp; Fees</u></b>				
Local Business Licenses: TOML	120,000		120,000	
Local Business Licenses: County	40,000		40,000	
False Alarm Fees	65,000		65,000	
Zoning Hearings	14,000		14,000	
Administrative Site Plan Review	1,000		1,000	
Zoning Letters	5,000		5,000	
Zoning Fees	125,000		125,000	
Staff Costs	5,000		5,000	
Fine Violation Interest	30,000		30,000	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
**GENERAL FUND**  
**Revenue by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	AMENDMENT/REVISION COMMENTS
<u>Planning Department Revenues:</u>	405,000	-	405,000	
Public Works Permits	65,000		65,000	
<b>Sub-total: Permits &amp; Fees</b>	<b>\$ 470,000</b>	<b>\$ -</b>	<b>\$ 470,000</b>	
<u>Fines &amp; Forfeitures</u>				
Police Traffic Fines	25,000		25,000	
Police - L.E.T.F.	-		-	
Public School Crossing Guards	35,000		35,000	
Code Violation Fines	125,000		125,000	
Police Parking Fines	15,000		15,000	
<b>Sub-total: Fines &amp; Forfeitures</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>	
<u>Miscellaneous Revenues</u>				
Interest Income	\$ 32,000		\$ 32,000	
Other Charges & Fees - Clerk's	3,000		3,000	
Lobbyist Registration	2,000		2,000	
Park - Services & Rental Fees	118,000		118,000	
Revenue Sharing Programs	35,000		35,000	
Lien Inquiry Letters	36,000		36,000	
FDOT - Landscape Maintenance	5,784		5,784	
Contributions and Donations	16,000	10,850	26,850	Donations for Elderly Affairs Committee activities (\$4,000), Halloween Haunted House (\$3,850), Hispanic Heritage (\$500) and Veterans' Parade (\$2,500)
Miscellaneous Revenues - Other	1,000		1,000	
<b>Sub-total: Miscellaneous Revenues</b>	<b>\$ 248,784</b>	<b>\$ 10,850</b>	<b>\$ 259,634</b>	
<u>Interfund &amp; Equity Transfers</u>				
Prior Year Carry Over Funds	500,000	45,442	545,442	Carryover funds for annual leave cash-out (\$15,000), phone system upgrade (\$20,442) and donations to Youth Activity Task Force activities (\$10,000)
Interfund transfers from Capital Projects	-		-	
<b>Sub-total: Contributions</b>	<b>\$ 500,000</b>	<b>\$ 45,442</b>	<b>\$ 545,442</b>	
<b>Total Income: General Fund</b>	<b>\$ 16,858,197</b>	<b>\$ 56,292</b>	<b>\$ 16,914,489</b>	



**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>GENERAL FUND EXPENDITURES</b>				
<b>TOWN COUNCIL AND MAYOR</b>				
EXECUTIVE SALARIES- MAYOR	\$18,000		\$18,000	
REGULAR SALARIES	\$80,000		\$80,000	
OVERTIME	\$3,000		\$3,000	
PAYROLL TAXES	\$14,668		\$14,668	
FRS CONTRIBUTIONS	\$7,762		\$7,762	
HEALTH & LIFE INSURANCE	\$82,894		\$82,894	
HEALTH INSURANCE MAYOR	\$19,273		\$19,273	
WIRELESS STIPEND	\$960		\$960	
TRAVEL & PER DIEM	\$13,000		\$13,000	
CAR ALLOWANCE -MAYOR	\$7,200		\$7,200	
CAR ALLOWANCE -COUNCIL	\$36,000		\$36,000	
EXP ALLOWANCE MAYOR & COUNCIL	\$50,544		\$50,544	
REMOTE ACCESS DEVICE DATA PLAN	\$2,100		\$2,100	
CELL PHONES	\$3,360		\$3,360	
PRINTING & BINDING	\$1,000		\$1,000	
STATE OF TOWN ADDRESS	\$5,000		\$5,000	
TOY DRIVE	\$1,000		\$1,000	
COUNCIL DISCRETIONARY FUND	\$700		\$700	
COUNCIL UNIFORMS	\$360		\$360	
MEETING SET UP	\$300		\$300	
COUNCIL AWARDS	\$1,250		\$1,250	
MEMBERSHIPS SUBSCRIPTIONS	\$14,808		\$14,808	
EDUCATION & TRAINING	\$6,800		\$6,800	
<b>TOTAL TOWN COUNCIL EXPENDITURES:</b>	<b>\$369,979</b>	<b>\$0</b>	<b>\$369,979</b>	
<b>TOWN CLERK</b>				
REGULAR SALARIES	\$71,400		\$71,400	
PAYROLL TAXES	\$5,462		\$5,462	
FRS CONTRIBUTIONS	\$5,655		\$5,655	
HEALTH & LIFE INSURANCE	\$8,588		\$8,588	
WIRELESS STIPEND	\$480		\$480	
TOWN CLERK AGENDA MANAGER	\$25,165		\$25,165	
TOWN CLERK DATA SERVICE	\$480		\$480	
RENTALS AND LEASES	\$2,220		\$2,220	
TOWN CLERK CODIFICATION	\$11,000		\$11,000	
TOWN CLERK LEGAL ADVERTISING	\$18,040		\$18,040	
ADMINISTRATIVE SUPPORT	\$1,000		\$1,000	
TOWN CLERK ELECTION COSTS	\$15,000		\$15,000	
UNIFORMS	\$0		\$0	
SOFTWARE LICENSES	\$2,330		\$2,330	
CLERK EDUCATION AND TRAINING	\$800		\$800	
<b>TOTAL TOWN CLERK EXPENDITURES:</b>	<b>\$167,620</b>	<b>\$0</b>	<b>\$167,620</b>	
<b>TOWN ATTORNEY</b>				
GENERAL LEGAL	\$150,000		\$150,000	
ROUTINE LITIGATION RESERVE	\$80,000		\$80,000	
M. PIZZI LITIGATION/INSURANCE RECOVERY	\$0		\$50,000	
CHARTER REVIEW COMMISSION	\$0		\$0	
<b>TOTAL TOWN ATTORNEY EXPENDITURES:</b>	<b>\$230,000</b>	<b>\$0</b>	<b>\$280,000</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>TOWN ADMINISTRATION</b>				
REGULAR SALARIES	\$716,945	\$15,000	\$731,945	Annual leave cash-out
COMPENSATED ABSENCES	\$0		\$0	
XFER SRF TRANSIT 5% ADM	\$0		\$0	
XFER CPF TRANSP 5% ADM	\$0		\$0	
EMPLOYEE BONUSES/COLA	\$52,328		\$52,328	
ADM OVERTIME	\$3,000		\$3,000	
PAYROLL TAXES	\$77,874		\$77,874	
FRS CONTRIBUTIONS	\$99,036		\$99,036	
ICMA 457 PL	\$21,512		\$21,512	
HEALTH & LIFE INSURANCE	\$145,760		\$145,760	
WIRELESS STIPEND	\$1,440		\$1,440	
ADM UNEMPLOYMENT CLAIMS	\$0		\$0	
PROFESSIONAL SERVICES	\$37,000		\$37,000	
INTERGOVERNMENTAL (LOBBYIST)	\$48,000		\$48,000	
ACCOUNTING & PAYROLL	\$23,664		\$23,664	
INDEPENDENT AUDIT	\$51,000		\$51,000	
ADM HEALTH SPENDING ACCT/WELLN	\$10,000		\$10,000	
ADM BACKGROUND CHECKS	\$1,500		\$1,500	
ADM - TRAVEL & PER DIEM	\$10,000		\$10,000	
CAR ALLOWANCE	\$6,000		\$6,000	
TELEPHONE SERVICES	\$0		\$0	
REMOTE ACCESS DEVICE DATA PLAN	\$580		\$580	
ADM - POSTAGE & DELIVERY	\$19,000		\$19,000	
ADM - UTILITIES	\$0		\$0	
RENTALS AND LEASES	\$0		\$0	
ADM - COPIER LEASE	\$16,270		\$16,270	
RENT- TOWN HALL	\$0		\$0	
ADM - INSURANCE	\$218,235		\$218,235	
REPAIR AND MAINT CONTRACTS	\$0		\$0	
ADM - PRINTING & BINDING	\$1,500		\$1,500	
ADM TOWN BRANDING & STRATEGIC PLAN	\$9,500		\$9,500	
ADM ADVERTISEMENT RECRUITMENT	\$1,500		\$1,500	
CLERICAL/ADMINISTRATIVE SUPPORT	\$5,000		\$5,000	
INVESTMENT ADVISORY SERVICE	\$7,000		\$7,000	
FINANCIAL INSTITUTION FEES	\$10,000		\$10,000	
CREDIT CARD FEES	\$0		\$0	
HURRICANE EXPENSES	\$2,500		\$2,500	
ADMIN LICENSES AND PERMITS	\$0		\$0	
ADM - OFFICE SUPPLIES	\$30,000		\$30,000	
OPERATING SUPPLIES	\$0		\$0	
UNIFORMS	\$2,600		\$2,600	
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$6,100		\$6,100	
EDUCATION & TRAINING	\$10,000		\$10,000	
ADM-FURNITURE/EQUIP NON-CAP	\$1,000		\$1,000	
<b>TOTAL ADMINISTRATION EXPENDITURES</b>	<b>\$1,645,844</b>	<b>\$15,000</b>	<b>\$1,660,844</b>	
<b>INFORMATION SYSTEMS</b>				
IT CORE SERVICE SUPPORT	\$114,660		\$114,660	
WEB SUPPORT	\$14,800		\$14,800	
VOICE SUPPORT	\$25,000		\$25,000	
INTERNET SERVICES	\$14,460		\$14,460	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
RENTALS AND LEASES	\$0		\$0	
TRAINING	\$0		\$0	
INFRASTRUCTURE - IT	\$45,000	\$20,442	\$65,442	Phone system upgrade
MACHINERY & EQUIPMENT	\$0		\$0	
TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$7,500		\$7,500	
COMPUTER SOFTWARE LICENSES	\$115,688		\$115,688	
<b>SUB-TOTAL INFORMATION SYSTEMS:</b>	<b>\$337,108</b>	<b>\$20,442</b>	<b>\$357,550</b>	
<b>ADMINISTRATION - TRANSFERS</b>				
RESERVE FOR FUTURE DONATIONS	\$10,000		\$10,000	
TRANSFER OUT - CIP PARKS	\$0		\$0	
TRANSFER OUT - CIP FUND			\$0	
TRANSFER OUT - CIP FUND			\$0	
TRANSF -CPF/FACILITIES & EQUIP/ELEC UTIL			\$0	
TRANSFER TO DEBT SERVICE FUND			\$0	
TRANSFER TO SPECIAL REVENUE FUND	\$0		\$0	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$188,550		\$188,550	
<b>SUB-TOTAL ADMINISTRATION TRANSFERS:</b>	<b>\$198,550</b>	<b>\$0</b>	<b>\$198,550</b>	
<b>TOTAL ADMINISTRATION EXPENDITURES:</b>	<b>\$2,181,502</b>	<b>\$35,442</b>	<b>\$2,216,944</b>	
<b>POLICE</b>				
POL - PATROL SERVICES	\$7,826,000		\$7,826,000	
POLICE OVERTIME	\$320,000		\$320,000	
RETRO ACTIVE SALARY & BENEFITS	\$0		\$0	
PROSECUTION-CRIMINAL VIOLATION	\$200		\$200	
POLICE TELEPHONE SVC	\$0		\$0	
TELEPHONE- DEDICATED LINES	\$2,400		\$2,400	
POLICE UTILITIES	\$0		\$0	
POLICE COPIER COSTS	\$2,500		\$2,500	
POLICE REPAIR & MAINTENANCE	\$0		\$0	
VEHICLE REPAIR AND MAINTENANCE	\$3,000		\$3,000	
POLICE - MISC. EXPENSE	\$500		\$500	
POLICE OFFICE SUPPLIES	\$3,500		\$3,500	
OPERATING SUPPLIES	\$3,000		\$3,000	
POLICE UNIFORMS	\$4,000		\$4,000	
POLICE - FUEL COSTS	\$1,000		\$1,000	
MEMBERSHIPS AND SUBSCRIPTIONS	\$225		\$225	
POLICE CRIME PREVENT TRAIN	\$3,000		\$3,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$84,847		\$84,847	
<b>SUB-TOTAL POLICE EXPENDITURES:</b>	<b>\$8,254,172</b>	<b>\$0</b>	<b>\$8,254,172</b>	
<b>SCHOOL CROSSING GUARDS</b>				
REGULAR SALARIES	\$65,785		\$65,785	
PAYROLL TAXES	\$5,033		\$5,033	
FRS CONTRIBUTIONS	\$5,210		\$5,210	
WORKMAN'S COMPENSATION	\$0		\$0	
OPERATING SUPPLIES	\$750		\$750	
UNIFORMS	\$3,000		\$3,000	
EDUCATION & TRAINING	\$624		\$624	
<b>SUB-TOTAL SCHOOL CROSSING GUARDS:</b>	<b>\$80,402</b>	<b>\$0</b>	<b>\$80,402</b>	
<b>TOTAL POLICE EXPENDITURES:</b>	<b>\$8,334,574</b>	<b>\$0</b>	<b>\$8,334,574</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>PLANNING</b>				
REGULAR SALARIES	\$116,000		\$116,000	
PAYROLL TAXES	\$8,874		\$8,874	
FRS CONTRIBUTIONS	\$9,187		\$9,187	
HEALTH & LIFE INSURANCE	\$10,729		\$10,729	
WIRELESS STIPEND	\$480		\$480	
PLANNING CONSULTING	\$55,200		\$55,200	
PLANNING & DEVELOPMENT CDM	-\$127,835		-\$127,835	
PLANNING-SITE PLAN REVIEW	\$500		\$500	
PLANNING PRINTING COSTS	\$500		\$500	
<b>SUB-TOTAL PLANNING:</b>	<b>\$73,635</b>	<b>\$0</b>	<b>\$73,635</b>	
<b>CODE COMPLIANCE</b>				
REGULAR SALARIES	\$95,486		\$95,486	
PAYROLL TAXES	\$7,305		\$7,305	
FRS CONTRIBUTIONS	\$7,563		\$7,563	
HEALTH & LIFE INSURANCE	\$20,459		\$20,459	
SPECIAL MASTER	\$3,600		\$3,600	
CONTRACT CODE ENF SER	\$129,280		\$129,280	
REMOTE ACCESS DEVICE DATA PLAN	\$1,000		\$1,000	
PLANNING MOBILE PHONES	\$360		\$360	
ABANDONED PROPERTY MAINT	\$1,500		\$1,500	
CODE ENF LIEN RECORDING	\$8,000		\$8,000	
ALARM MONITORING PROGRAM	\$25,000		\$25,000	
CODE ENFORCEMENT UNIFORMS	\$0		\$0	
EDUCATION & TRAINING	\$1,500		\$1,500	
<b>SUB-TOTAL CODE COMPLIANCE:</b>	<b>\$301,053</b>	<b>\$0</b>	<b>\$301,053</b>	
<b>TRANSIT</b>				
DEMAND SERVICES - CONTRACT	\$0		\$0	
<b>SUB-TOTAL TRANSIT:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>TOTAL PLANNING, CODE COMPLIANCE &amp; TRANSIT EXPENDITURES:</b>	<b>\$374,688</b>	<b>\$0</b>	<b>\$374,688</b>	
<b>QNIP</b>				
QNIP DEBT SERVICE	\$0		\$0	
QNIP DEBT SERVICE - PRINCIPAL	\$110,345		\$110,345	
QNIP DEBT SERVICE - INTEREST	\$43,078		\$43,078	
<b>TOTAL QNIP EXPENDITURES:</b>	<b>\$153,423</b>	<b>\$0</b>	<b>\$153,423</b>	
<b>BUILDING</b>				
TRANSFER OUT TO BUILDING FUND	\$0		\$0	
<b>SUB-TOTAL BUILDING EXPENDITURES:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>ZONING</b>				
REGULAR SALARIES	\$104,294		\$104,294	
PAYROLL TAXES	\$7,978		\$7,978	
FRS CONTRIBUTIONS	\$8,260		\$8,260	
HEALTH & LIFE INSURANCE	\$0		\$0	
<b>SUB-TOTAL ZONING EXPENDITURES</b>	<b>\$120,532</b>	<b>\$0</b>	<b>\$120,532</b>	
<b>TOTAL BUILDING &amp; ZONING EXPENDITURES:</b>	<b>\$120,532</b>	<b>\$0</b>	<b>\$120,532</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>PARKS - COMMUNITY SERVICES</b>				
REGULAR SALARIES	\$302,675		\$302,675	
OVERTIME	\$500		\$500	
PAYROLL TAXES	\$23,155		\$23,155	
FRS CONTRIBUTIONS	\$23,972		\$23,972	
HEALTH & LIFE INSURANCE	\$42,916		\$42,916	
WIRELESS STIPEND	\$2,400		\$2,400	
PROFESSIONAL SERVICES	\$79,560		\$79,560	
VEHICLE REPAIR & MAINTENANCE	\$3,500		\$3,500	
PRINTING EXPENSE	\$1,000		\$1,000	
ADMINISTRATIVE SUPPORT	\$0		\$0	
CREDIT CARD FEES	\$3,500		\$3,500	
MISCELLANEOUS	\$700		\$700	
COACHES BACKGROUND CK	\$5,600		\$5,600	
CHECK CERTIFICATION CLINIC	\$2,500		\$2,500	
VEHICLE FUEL	\$5,000		\$5,000	
<b>SUB-TOTAL COMMUNITY SERVICES:</b>	<b>\$496,977</b>	<b>\$0</b>	<b>\$496,977</b>	
<b>ROYAL OAKS PARK</b>				
JANITORIAL	\$66,550		\$66,550	
ROYAL OAKS PARK TELECOMMUNICATIONS	\$9,600		\$9,600	
ROYAL OAKS PARK UTILITIES	\$98,100		\$98,100	
ROP MAINTENANCE CONTRACT	\$291,500		\$291,500	
ROP REPAIRS & MAINTENANCE (GROUNDS)	\$60,000		\$60,000	
ROP OPERATING COSTS (FACILITY)	\$31,250		\$31,250	
ROP-FUR & EQUIP / NON CAP	\$5,000		\$5,000	
MACHINERY AND EQUIPMENT	\$0		\$0	
<b>SUB-TOTAL ROYAL OAKS PARK:</b>	<b>\$562,000</b>	<b>\$0</b>	<b>\$562,000</b>	
<b>PARK EAST YOUTH CENTER</b>				
SALARIES	\$44,872		\$44,872	
PAYROLL TAXES	\$3,433		\$3,433	
FRS RETIREMENT CONTRIBUTION	\$5,493		\$5,493	
HEALTH & LIFE INSURANCE	\$19,461		\$19,461	
WIRELESS STIPEND	\$480		\$480	
JANITORIAL	\$30,600		\$30,600	
TELECOMMUNICATIONS	\$4,500		\$4,500	
UTILITIES	\$14,070		\$14,070	
MAINTENANCE CONTRACT	\$12,500		\$12,500	
REPAIRS & MAINTENANCE (GROUNDS)	\$5,000		\$5,000	
OPERATING COSTS (FACILITY)	\$15,360		\$15,360	
MISCELLANEOUS EXPENSE	\$0		\$0	
PARKS IMPROVEMENT / NON CAP	\$5,000		\$5,000	
INFRASTRUCTURE	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0		\$0	
<b>SUB-TOTAL PARK EAST YOUTH CENTER:</b>	<b>\$160,769</b>	<b>\$0</b>	<b>\$160,769</b>	
<b>PARK WEST - MARY COLLINS COMMUNITY CENTER</b>				
JANITORIAL	\$40,880		\$40,880	
TELECOMMUNICATIONS	\$2,400		\$2,400	
UTILITIES	\$22,700		\$22,700	
REPAIR & MAINTENANCE CONTRACT	\$30,850		\$30,850	
REPAIR AND MAINTENANCE (GROUNDS)	\$7,500		\$7,500	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
REPAIR AND MAINTENANCE (FACILITY)	\$27,000		\$27,000	
PARKS IMP - OPERATING	\$20,000		\$20,000	
INFRASTRUCTURE	\$0		\$0	
PARKS - CAP OUTLAY	\$0		\$0	
<b>SUB-TOTAL MINI PARK - WEST:</b>	<b>\$151,330</b>	<b>\$0</b>	<b>\$151,330</b>	
<b>MIAMI LAKES OPTIMIST PARK</b>				
MIAMI LAKES OPTIMIST TELECOMMUNICATION	\$11,025		\$11,025	
MIAMI LAKES OPTIMIST UTILITIES	\$121,080		\$121,080	
MIAMI LAKES OPTIMIST PARK MAINTENANCE	\$549,890		\$549,890	
REPAIRS AND MAINTENANCE (GROUNDS)	\$36,000		\$36,000	
REPAIRS AND MAINTENANCE (FACILITY)	\$18,285		\$18,285	
MIAMI LAKES PARK MARINA OPERATIONS	\$1,500		\$1,500	
MIAMI LAKES PARK/IMPROVEMENTS	\$20,000		\$20,000	
<b>SUB-TOTAL MIAMI LAKES OPTIMIST PARK:</b>	<b>\$757,780</b>	<b>\$0</b>	<b>\$757,780</b>	
<b>MINI PARKS</b>				
UTILITIES	\$24,000		\$24,000	
MAINTENANCE CONTRACT	\$244,000		\$244,000	
REPAIRS & MAINTENANCE (GROUNDS)	\$63,610		\$63,610	
MINI PARKS-TREE TRIMMING	\$27,500		\$27,500	
FURNITURE & NON CAPITAL OUTLAY	\$5,000		\$5,000	
<b>SUB-TOTAL MINI PARKS:</b>	<b>\$364,110</b>	<b>\$0</b>	<b>\$364,110</b>	
<b>BARBARA GOLEMAN</b>				
BARBARA GOLEMAN MAINT	\$4,000		\$4,000	
<b>SUB-TOTAL BARBARA GOLEMAN :</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$4,000</b>	
<b>TOTAL PARKS - COMMUNITY SERVICES</b>	<b>\$2,496,966</b>	<b>\$0</b>	<b>\$2,496,966</b>	
<b>COMMUNITY ENGAGEMENT AND OUTREACH</b>				
<b>LEISURE SERVICES</b>				
SALARIES	\$287,282		\$287,282	
PAYROLL TAXES	\$21,977		\$21,977	
FRS RETIREMENT CONTRIBUTION	\$22,753		\$22,753	
HEALTH & LIFE INSURANCE	\$42,916		\$42,916	
WIRELESS STIPEND	\$1,440		\$1,440	
YOUTH CENTER COMMUNITY PROGRAMS	\$10,100		\$10,100	
TOWN COMMUNITY PROGRAMS	\$14,795		\$14,795	
UNIFORMS	\$0		\$0	
<b>SUB-TOTAL LEISURE SERVICES:</b>	<b>\$401,262</b>	<b>\$0</b>	<b>\$401,262</b>	
<b>ECONOMIC DEVELOPMENT</b>				
SALARIES	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,798		\$1,798	
HEALTH & LIFE INSURANCE	\$0		\$0	
WIRELESS STIPEND	\$240		\$240	
<b>SUB-TOTAL ECONOMIC DEVELOPMENT:</b>	<b>\$26,474</b>	<b>\$0</b>	<b>\$26,474</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>COMMUNICATIONS</b>				
SALARIES	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,798		\$1,798	
HEALTH & LIFE INSURANCE	\$0		\$0	
WIRELESS STIPEND	\$240		\$240	
<b>SUB-TOTAL COMMUNICATIONS:</b>	<b>\$26,474</b>	<b>\$0</b>	<b>\$26,474</b>	
<b>SPECIAL EVENTS</b>				
SALARIES	\$69,360		\$69,360	
PAYROLL TAXES	\$5,306		\$5,306	
FRS RETIREMENT CONTRIBUTION	\$5,493		\$5,493	
HEALTH & LIFE INSURANCE	\$19,461		\$19,461	
WIRELESS STIPEND	\$480		\$480	
SPEC EVENTS VETERANS DAY	\$6,000	\$2,500	\$8,500	Donation
SPEC EVENTS 4TH JULY	\$25,000		\$25,000	
TOWN ANNIVERSARY	\$0		\$0	
OTHER EVENTS	\$13,067		\$13,067	
<b>SUB-TOTAL SPECIAL EVENTS:</b>	<b>\$144,167</b>	<b>\$2,500</b>	<b>\$146,667</b>	
<b>COMMITTEES</b>				
<b>NEIGHBORHOOD IMPROVEMENT COMMITTEE</b>				
BEAUTIFICATION COMMITTEE AWARDS	\$2,000		\$2,000	
LAKE LAKE AWARENESS MONTH	\$0		\$0	
PEDES PEDESTRIAN & BIKE INITIATIVES	\$6,000		\$6,000	
LAKE TESTING	\$0		\$0	
HOA QUARTERLY HOA PROJECTS	\$500		\$500	
LITT ANTI LITTER CAMPAIGN	\$0		\$0	
PROJ COMM PROJECTS/HOME IMPROVEMENT	\$500		\$500	
<b>TOTAL NEIGHBORHOOD IMP COMMITTEE:</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$9,000</b>	
<b>CULTURAL AFFAIRS COMMITTEE</b>				
BASEL ART BASEL MIAMI LAKES	\$1,500		\$1,500	
BLACK BLACK HISTORY MONTH CONCERT	\$3,750		\$3,750	
WOMEN WOMEN HISTORY MONTH	\$2,250		\$2,250	
SCOT SCOTTISH AMERICAN HERITAGE MONTH	\$1,000		\$1,000	
BOOK BOOK READING	\$750		\$750	
COF CONCERT ON THE FAIRWAY	\$10,500		\$10,500	
CON CONCERTS	\$4,500		\$4,500	
FT FISHING	\$500		\$500	
FOUR FOURTH OF JULY	\$11,500		\$11,500	
HISP HISPANIC HERITAGE	\$10,500	\$500	\$11,000	Donation
S FLI SPRING FLING(PAINT A PICTURE)	\$600		\$600	
<b>TOTAL CULTURAL AFFAIRS COMMITTEE:</b>	<b>\$47,350</b>	<b>\$500</b>	<b>\$47,850</b>	
<b>ECONOMIC DEVELOPMENT COMMITTEE</b>				
MARKET MARKETING MATERIALS	\$11,000		\$11,000	
ML CH MISC EXPENSES	\$7,000		\$7,000	
REALT REALTOR EVENTS	\$5,200		\$5,200	
TRADE SHOW - BIO FLORIDA	\$0		\$0	
SHOWS MISC EXPENSES	\$3,000		\$3,000	
<b>TOTAL ECONOMIC DEVELOPMENT COMMITTEE:</b>	<b>\$26,200</b>	<b>\$0</b>	<b>\$26,200</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>EDUCATIONAL ADVISORY BOARD</b>				
AP LANGUAGE ARTS PROGRAM	\$26,000		\$26,000	
FRIEN FRIENDS OF THE LIBRARY	\$4,000		\$4,000	
IMAG IMAGINATION LIBRARY	\$4,000		\$4,000	
MISC. MISC. EXPENSES	\$300		\$300	
SAT/ SAT/ACT PREP COURSES	\$12,000		\$12,000	
STEM ELECTIVE COURSES	\$10,000		\$10,000	
EVENT TOWN EVENTS	\$2,000		\$2,000	
<b>TOTAL EDUCATIONAL ADVISORY BOARD:</b>	<b>\$58,300</b>	<b>\$0</b>	<b>\$58,300</b>	
<b>ELDERLY AFFAIRS COMMITTEE</b>				
FORU COMMUNITY FORUMS	\$2,500	\$500	\$3,000	Donation
HF EAC - HEALTH FAIR	\$500		\$500	
METET MEET & EAT	\$7,800	\$500	\$8,300	Donation
MISC MISC EXPENSE/SUPPLIES	\$2,500		\$2,500	
SENIO SENIOR FIELD TRIP	\$6,000	\$500	\$6,500	Donation
SG SR. GAMES	\$2,500	\$1,000	\$3,500	Donation
SRSO SENIOR SOCIAL	\$15,200	\$1,500	\$16,700	Donation
<b>TOTAL ELDERLY AFFAIRS COMMITTEE:</b>	<b>\$37,000</b>	<b>\$4,000</b>	<b>\$41,000</b>	
<b>YOUTH ACTIVITIES TASK FORCE</b>				
BR BICYCLE RODEO	\$6,000		\$6,000	
HHH HALLOWEEN HAUNTED HOUSE	\$10,000	\$4,850	\$14,850	Donation
JUST JUST RUN	\$2,000		\$2,000	
MP MOVIES IN THE PARK	\$11,000	\$8,000	\$19,000	Donation
RELAY RELAY FOR LIFE	\$250		\$250	
SPRIN SPRING FLING	\$7,000	\$1,000	\$8,000	Donation
SPORT SPORTS PALOOZA/PRO SPORTS DAY	\$2,000		\$2,000	
SUMMER YOUTH EMPL INITIATIVE	\$300		\$300	
WINTERFEST	\$6,450		\$6,450	
<b>TOTAL YOUTH ACTIVITIES TASK FORCE:</b>	<b>\$45,000</b>	<b>\$13,850</b>	<b>\$58,850</b>	
<b>PUBLIC SAFETY COMMITTEE</b>				
PUBLIC SAFETY IDENTITY THEFT PREVENTION	\$600		\$600	
BRKF POLICE APPRECIATION EVENT/BREAKFAST	\$1,000		\$1,000	
CERT C.E.R.T TRAINING	\$250		\$250	
EDUCATIONAL MATERIALS	\$750		\$750	
<b>TOTAL PUBLIC SAFETY COMMITTEE:</b>	<b>\$2,600</b>	<b>\$0</b>	<b>\$2,600</b>	
<b>VETERANS AFFAIRS COMMITTEE</b>				
CARE PACKAGE DRIVE	\$1,000		\$1,000	
MEMORIAL HONOR FUND	\$500		\$500	
MM MARLINS FIELD TRIP-MILITARY MONDAY	\$0		\$0	
PLAQU PURCH TREES W/PLAQUES	\$900		\$900	
<b>TOTAL VERTERANS AFFAIRS COMMITTEE:</b>	<b>\$2,400</b>	<b>\$0</b>	<b>\$2,400</b>	
<b>TOTAL COMMITTEES EXPENDITURES:</b>	<b>\$227,850</b>	<b>\$18,350</b>	<b>\$246,200</b>	
<b>TOTAL COMMUNITY ENGAGEMENT AND OUTREACH EXPENDITURES</b>	<b>\$826,228</b>	<b>\$20,850</b>	<b>\$847,078</b>	



**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**PUBLIC WORKS**

**PUBLIC WORKS ADMINISTRATION**

REGULAR SALARIES	\$114,975		\$114,975	
COMPENSATED ABSENCES	\$0		\$0	
PAYROLL TAXES	\$8,796		\$8,796	
FRS CONTRIBUTIONS	\$9,106		\$9,106	
HEALTH & LIFE INSURANCE	\$11,751		\$11,751	
WIRELESS STIPEND	\$720		\$720	
TOWN ENGINEER	\$25,000		\$25,000	
PERMITS PLAN REVIEW	\$45,840		\$45,840	
VEHICLE REPAIR & MAINTENANCE	\$4,000		\$4,000	
UNDERGROUND UTILITY LOCATION	\$31,054		\$31,054	
PW MISCELLANEOUS	\$5,000		\$5,000	
OPERATING SUPPLIES	\$3,000		\$3,000	
VEH OPERATING & MAINT	\$3,000		\$3,000	
FURN & EQUIP NON CAPITAL	\$2,000		\$2,000	
<b>TOTAL PUBLIC WORKS ADMINISTRATION:</b>	<b>\$264,242</b>	<b>\$0</b>	<b>\$264,242</b>	

**PW - GREEN SPACE**

RIGHT OF WAY ELECTRICITY	\$11,000		\$11,000	
WATER	\$60,000		\$60,000	
REPAIR & MAINTENANCE	\$453,743		\$453,743	
PUBLIC WORK ENTRY MAINT	\$4,700		\$4,700	
EXTERMINATION SERVICES	\$3,000		\$3,000	
PW TREE REMOVAL	\$22,000		\$22,000	
TREE TRIMMING	\$229,000		\$229,000	
NEW TREE PLANTING	\$55,000		\$55,000	
BEAUTIFICATION PLAN	\$0		\$0	
<b>SUB-TOTAL PW-GREEN SPACE:</b>	<b>\$838,443</b>	<b>\$0</b>	<b>\$838,443</b>	

<b>TOTAL PUBLIC WORKS EXPENDITURES:</b>	<b>\$1,102,685</b>	<b>\$0</b>	<b>\$1,102,685</b>
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**NON-DEPARTMENTAL**

OPERATING SURPLUS	\$0		\$0	
RESERVE FOR LITIGATION/SETTLEMENT	\$500,000		\$450,000	
<b>TOTAL NON-DEPARTMENTAL EXPENDITURES</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$450,000</b>	

<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$16,858,197</b>	<b>\$56,292</b>	<b>\$16,914,489</b>
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**SPECIAL REVENUE FUND**

**TRANSPORTATION GAS TAX**

**REVENUE**

1ST LOCAL OPT GAS TAXES - 6¢	\$373,572		\$373,572	
SR TRANSP BUDGET CARRYFORWARD	\$16,764		\$16,764	
<b>TOTAL REVENUES</b>	<b>\$390,336</b>	<b>\$0</b>	<b>\$390,336</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**EXPENDITURE**

TRANSP- ADA COMPLIANCE	\$25,000		\$25,000	
ROADS - POTHOLE REPAIRS	\$20,000		\$20,000	
SIDEWALK PRESSURE CLEANING	\$80,000		\$80,000	
ROADS - SIDEWALK REPLACEMENT	\$170,000		\$170,000	
ROADS - STRIPING & SIGNS	\$15,336		\$15,336	
TRANSP - ROAD SYSTEM MAINT	\$80,000		\$80,000	
<b>TOTAL EXPENDITURES</b>	<b>\$390,336</b>	<b>\$0</b>	<b>\$390,336</b>	

**TRANSIT**

**REVENUE**

TRANSPORTATION 20% SALES TAX	\$240,000		\$240,000	
SR TRANSIT BUDGET CARRYFORWARD	\$258,877		\$258,877	
<b>TOTAL REVENUES</b>	<b>\$498,877</b>	<b>\$0</b>	<b>\$498,877</b>	

**EXPENDITURE**

REGULAR SALARIES	\$38,500		\$38,500	
BONUS/COST OF LIVING ADJUSTMENT	\$770		\$770	
PAYROLL TAXES	\$2,946		\$2,946	
FRS CONTRIBUTIONS	\$3,049		\$3,049	
HEALTH AND LIFE INSURANCE	\$5,969		\$5,969	
PROFESSIONAL SERVICES	\$0		\$0	
TRAFFIC STUDIES	\$125,000		\$125,000	
TRANSIT BUS CIRCULATOR CO	\$124,950		\$124,950	
TRANSIT BUS/BUS SHELTER INS	\$25,665		\$25,665	
TRAVEL & PER DIEM	\$1,500		\$1,500	
TRANSIT BUS SHELTERS REPAIRS & MAINT	\$16,000		\$16,000	
GPS REPAIR AND MAINTENANCE	\$8,600		\$8,600	
TRANSIT BUS REPAIR AND MAINTENANCE	\$61,000		\$61,000	
CONTINGENCY	\$26,928		\$26,928	
MARKETING PROMOTIONAL SUPPORT	\$20,000		\$20,000	
TRANSIT ADMIN PROG EXP5%	\$12,000		\$12,000	
CAR CHARGING STATION	\$0		\$0	
FUEL, GAS, OIL	\$25,000		\$25,000	
EDUCATION & TRAINING	\$1,000		\$1,000	
<b>TOTAL EXPENDITURES</b>	<b>\$498,877</b>	<b>\$0</b>	<b>\$498,877</b>	

**PEOPLE'S TRANSPORTATION PLAN (PTP 80%)**

**REVENUE**

TRANSPORTATION 80% PTP	\$975,000		\$975,000	
INSURANCE SETTLEMENT	\$0		\$0	
INTEREST EARNINGS	\$4,500		\$4,500	
TRANSFER IN FROM GENERAL FUND	\$0		\$0	
TRANSPORTATION BUDGET CARRYFORWARD	\$429,281	\$116,720	\$546,001	
<b>TOTAL REVENUES</b>	<b>\$1,408,781</b>	<b>\$116,720</b>	<b>\$1,525,501</b>	

Adjustment to prior year carryover fund balance

**EXPENDITURE**

REGULAR SALARIES	\$38,500		\$38,500	
BONUS/COST OF LIVING ADJUSTMENT	\$770		\$770	
PAYROLL TAXES	\$2,945		\$2,945	
FRS CONTRIBUTIONS	\$3,049		\$3,049	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
HEALTH AND LIFE INSURANCE	\$5,969		\$5,969	
PROFESSIONAL SERVICES	\$0	\$4,695	\$4,695	Carryover CIP management services for LED Light Retrofit project
TRANSPORTATION STUDIES	\$50,000		\$50,000	
DEMAND SERVICES - CONTRACT	\$79,500		\$79,500	
STREET LIGHTING UTILITIES	\$262,000		\$262,000	
STREET LIGHTING REPAIRS AND MAINT	\$70,000		\$70,000	
BIKEPATH/GREENWAY REPAIR & MAINT	\$12,268		\$12,268	
CONTINGENCY	\$10,029		\$10,029	
ADMIN PTP EXP 5%	\$48,750		\$48,750	
LED LIGHT RETROFIT	\$0	\$112,025	\$112,025	Carryover project balance
MACHINERY AND EQUIPMENT	\$0		\$0	
TRANSFER OUT- CIP PARKS	\$0		\$0	
TRANSFER CAPITAL-TRANSPORTATION	\$825,000		\$825,000	
TRANSFER CAPITAL-STORMWATER	\$0		\$0	
TRANSFER TO SERIES 2013	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$1,408,781</b>	<b>\$116,720</b>	<b>\$1,525,501</b>	

**MOBILITY FEE TRUST ACCOUNT FUND**

**REVENUE**

MOBILITY FEE	\$382,252		\$382,252
BUDGET CARRYFORWARD	\$195,656		\$195,656
<b>TOTAL REVENUES</b>	<b>\$577,908</b>	<b>\$0</b>	<b>\$577,908</b>

**EXPENDITURE**

CONTINGENCY RESERVES	\$277,908		\$196,968
TRAFFIC STUDIES	\$0		\$80,940
TRANSFER TO CAPITAL-TRANSPORTATION	\$300,000		\$300,000
<b>TOTAL EXPENDITURES</b>	<b>\$577,908</b>	<b>\$0</b>	<b>\$577,908</b>

**SPECIAL REVENUES - OTHER**

**REVENUE**

CONTRIBUTION FROM DEVELOPER	\$0		\$0
BUDGET CARRYFORWARD	\$300,000		\$300,000
<b>TOTAL REVENUES</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$300,000</b>

**EXPENDITURE**

CONTINGENCY FOR EDUCATION	\$300,000		\$300,000
<b>TOTAL EXPENDITURES</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$300,000</b>

<b>TOTAL SPECIAL REVENUE FUND REVENUES:</b>	<b>\$3,175,902</b>	<b>\$116,720</b>	<b>\$3,292,622</b>
<b>TOTAL SPECIAL REVENUE FUND EXPENDITURES:</b>	<b>\$3,175,902</b>	<b>\$116,720</b>	<b>\$3,292,622</b>

**BUILDING DEPARTMENT FUND**

**REVENUE**

BUILDING PERMITS - TECHNOLOGY FEE	\$260,000		\$260,000
BUILDING PERMITS - LOST PLANS	\$7,700		\$7,700

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
BUILDING PERMITS	\$2,564,000		\$2,564,000	
BUILDING PERMITS - VIOLATION FEE	\$65,000		\$65,000	
INTEREST INCOME	\$15,000		\$15,000	
FUND BALANCE CARRYFORWARD	\$1,565,743		\$1,565,743	
<b>TOTAL REVENUES</b>	<b>\$4,477,443</b>	<b>\$0</b>	<b>\$4,477,443</b>	
<b><u>EXPENDITURE</u></b>				
REGULAR SALARIES	\$1,044,789		\$1,044,789	
EMPLOYEE BONUS/COLA	\$20,896		\$20,896	
PAYROLL TAXES	\$53,707		\$53,707	
FRS CONTRIBUTIONS	\$55,236		\$55,236	
HEALTH & LIFE INSURANCE	\$123,611		\$123,611	
WIRELESS STIPEND	\$2,400		\$2,400	
PROFESSIONAL SERVICES	\$225,000		\$225,000	
BLDG ELECT RECORDS STORAGE	\$3,000		\$3,000	
BUILDING CONTRACTUAL SERVICE	\$7,500		\$7,500	
BUILDING TRAVEL & PER DIEM	\$2,500		\$2,500	
CAR ALLOWANCE	\$18,000		\$18,000	
BUILDING COPIER LEASE	\$2,220		\$2,220	
CONTINGENCY	\$2,544,335		\$2,544,335	
PRINTING & BINDING	\$600		\$600	
BUILDING ADMIN SUPPORT	\$175,047		\$175,047	
BUILDING - CREDIT CARD FEES	\$46,975		\$46,975	
BUILDING OFFICE SUPPLIES	\$3,000		\$3,000	
BUILDING UNIFORMS & BADGES	\$4,000		\$4,000	
BOOKS/PUBLIC/SUBSCRIP/MEM	\$1,000		\$1,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$40,852		\$40,852	
	<b>\$4,374,667</b>	<b>\$0</b>	<b>\$4,374,667</b>	
SOFTWARE MAINTENANCE	\$34,036		\$34,036	
REMOTE ACCESS DEVICE DATA PLAN	\$8,740		\$8,740	
SOFTWARE	\$60,000		\$60,000	
	<b>\$102,776</b>	<b>\$0</b>	<b>\$102,776</b>	
<b>TOTAL BUILDING DEPARTMENT REVENUES</b>	<b>\$4,477,443</b>	<b>\$0</b>	<b>\$4,477,443</b>	
<b>TOTAL BUILDING DEPARTMENT EXPENSES:</b>	<b>\$4,477,443</b>	<b>\$0</b>	<b>\$4,477,443</b>	

**ELECTRIC UTILITY TAX REVENUE**

<b><u>REVENUES</u></b>				
ELECTRIC UTILITY SERVICE TAX	\$3,200,000		\$3,200,000	
ELECTRIC UTILITY SERVICE TAX TO GF	-\$2,826,679		-\$2,826,679	
ELEC UTIL BUDGET CARRYFORWARD	\$0		\$0	
<b>TOTAL REVENUES</b>	<b>\$373,321</b>	<b>\$0</b>	<b>\$373,321</b>	
<b><u>EXPENDITURES</u></b>				
FINANCIAL INSTITUTION FEES	\$0		\$0	
ANNUAL DISSEMINATION AGENT FEE	\$2,000		\$2,000	
TRANSFER TO DEBT SERV FUND	\$371,321		\$371,321	
<b>TOTAL EXPENDITURES</b>	<b>\$373,321</b>	<b>\$0</b>	<b>\$373,321</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**IMPACT FEES FUND**

**PARKS IMPACT FEES**

**REVENUES**

PARKS IMPACT FEES - IMPROVEMENTS	\$854,170	\$339,014	\$1,193,184	Balance of revenues from Lennar project
PARKS IMPACT FEES - OPEN SPACE	\$820,031	\$325,607	\$1,145,638	Balance of revenues from Lennar project
INTEREST INCOME	\$5,000		\$5,000	
PARKS BUDGET CARRYFORWARD	\$957,735	-\$664,621	\$293,114	Adjustment to prior year carryover fund balance
<b>TOTAL REVENUES</b>	<b>\$2,636,936</b>	<b>\$0</b>	<b>\$2,636,936</b>	

**EXPENDITURES**

TRANSFER TO CPF - PARKS (PIMP)	\$995,000		\$995,000
TRANSFER TO CPF - PARKS (POS)	\$30,000		\$30,000
CONTINGENCY - OPEN SPACE	\$1,592,509		\$1,592,509
CONTINGENCY - IMPROVEMENTS	\$19,427		\$19,427
<b>TOTAL EXPENDITURES</b>	<b>\$2,636,936</b>	<b>\$0</b>	<b>\$2,636,936</b>

**PUBLIC SAFETY IMPACT FEES**

**REVENUES**

PUBLIC SAFETY IMPACT FEES	\$470,054		\$470,054
PUBLIC SAFETY BUDGET CARRYFORWARD	\$15,284		\$15,284
<b>TOTAL REVENUES</b>	<b>\$485,338</b>	<b>\$0</b>	<b>\$485,338</b>

**EXPENDITURES**

POLICE IMPACT FEE EXP	\$200,000		\$200,000
CONTINGENCY	\$254,473		\$254,473
TRANSFER TO CPF - FACILITIES	\$0		\$0
TRANSFER TO SRF	\$0		\$0
TRANSFER TO CPF - FACILITIES	\$30,865		\$30,865
<b>TOTAL EXPENDITURES</b>	<b>\$485,338</b>	<b>\$0</b>	<b>\$485,338</b>

**ROAD IMPACT FEES (IN LIEU OF)**

**REVENUES**

CONTRIBUTION IN LIEU OF ROAD IMPACT FEES	\$408,069		\$408,069
BUDGET CARRYFORWARD	\$0		\$0
<b>TOTAL REVENUES</b>	<b>\$408,069</b>	<b>\$0</b>	<b>\$408,069</b>

**EXPENDITURES**

CONTINGENCY	\$0		\$0
TRANSFER TO CPF - TRANSPORTATION IMPRV	\$408,069		\$408,069
	\$0		\$0
<b>TOTAL EXPENDITURES</b>	<b>\$408,069</b>	<b>\$0</b>	<b>\$408,069</b>

<b>TOTAL IMPACT FEE FUND REVENUES:</b>	<b>\$3,530,343</b>	<b>\$0</b>	<b>\$3,530,343</b>
<b>TOTAL IMPACT FEE FUND EXPENDITURES:</b>	<b>\$3,530,343</b>	<b>\$0</b>	<b>\$3,530,343</b>

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**DISASTER FUND**

**REVENUES**

FEDERAL GRANT	\$0	\$1,213,013	\$1,213,013	
INSURANCE CLAIMS	\$0		\$0	
TRANSFER FROM GENERAL FUND	\$0	\$836,000	\$836,000	
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$2,049,013</b>	<b>\$2,049,013</b>	

**EXPENDITURE**

EMERGENCY PROTECTIVE MEASURES		\$54,744	\$54,744	
DEBRIS REMOVAL & MONITORING		\$1,834,653	\$1,834,653	
ROADS AND BRIDGES		\$13,295	\$13,295	
BUILDING REPAIRS (FACILITIES)		\$46,510	\$46,510	
PARK REPAIRS		\$99,811	\$99,811	
CONTINGENCY		\$0	\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$2,049,013</b>	<b>\$2,049,013</b>	

**DEBT SERVICE FUND**

**REVENUES**

TRANSFER IN FROM ELEC UTIL FD	\$371,321		\$371,321	
TRANSFER IN FROM GENERAL FUND	\$0		\$0	
FEDERAL DIRECT PAYMENT	\$178,728		\$178,728	
<b>TOTAL REVENUES</b>	<b>\$550,049</b>	<b>\$0</b>	<b>\$550,049</b>	

**EXPENDITURES**

FINANCIAL INSTITUTION FEES	\$1,350		\$1,350	
8038 CP PREPARATION FEES	\$200		\$200	
SERIES 2010 INTEREST	\$548,499		\$548,499	
TRANSFER OUT - ELECTRIC UTILITY REVENUE FU	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$550,049</b>	<b>\$0</b>	<b>\$550,049</b>	

**CAPITAL PROJECTS FUND**

**FACILITIES AND EQUIPMENT IMPROVEMENT**

**REVENUES**

TRANSFER FROM IMPACT FEE FUND - POLICE	\$30,865		\$30,865	
CAP PROJ BUDGET CARRYFORWARD	\$144,135	-\$36,250	\$107,885	Adjustment to prior year carryover fund balance
<b>TOTAL REVENUES</b>	<b>\$175,000</b>	<b>-\$36,250</b>	<b>\$138,750</b>	

**EXPENDITURES**

MACHINERY & EQUIPMENT	\$175,000	-\$36,250	\$138,750	Revised budget for emergency generator
TRANSFER TO GENERAL FUND	\$0		\$0	
<b>TOTAL EXPENDITURES</b>	<b>\$175,000</b>	<b>-\$36,250</b>	<b>\$138,750</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>PARKS IMPROVEMENTS</b>				
<b>REVENUES</b>				
FDOT - 2017 HIGHWAY BEAUTIFICATION GRANT	\$0	\$100,000	\$100,000	Rebudget FDOT 2017 Grant award
CAP PARKS BUDGET CARRYFORWARD	\$405,000	\$417,769	\$822,769	Adjustment to prior year carryover fund balance
TRANS FR PARKS IMPACT FEE FD - OPEN	\$30,000	\$38,000	\$68,000	Reimbursement from Open Space Impact Fees for the completion of the dog park in prior year
TRANS FR PARKS IMPACT FEE FD - IMPROV	\$995,000		\$995,000	
TRANSF IN-SPEC REVENUE	\$0		\$0	
<b>TOTAL REVENUES:</b>	<b>\$1,430,000</b>	<b>\$555,769</b>	<b>\$1,985,769</b>	
<b>EXPENDITURES</b>				
DOG PARK	\$0	\$5,355	\$5,355	Carryover project balance for opening event
CIP RESERVE FOR PARKS	\$0	\$93,368	\$93,368	Reserve for future parks projects
IT INFRASTRUCTURE	\$0	\$14,400	\$14,400	Carryover project balance for Parks WiFi installation and upgrades
WEST LAKE NEIGHBORHOOD REFORESTATION F	\$0	\$94,763	\$94,763	Carryover project balance
<b>TOTAL ADMINISTRATIVE PROJECTS:</b>	<b>\$0</b>	<b>\$207,886</b>	<b>\$207,886</b>	
FDOT HIGHWAY BEAUTIFICATION	\$0	\$196,477	\$196,477	Carryover project balance
BMP - 154TH STREET AND PALMETTO	\$0	\$100,000	\$100,000	Carryover project balance
<b>TOTAL GREENWAY AND TRAILS:</b>	<b>\$0</b>	<b>\$296,477</b>	<b>\$296,477</b>	
ROP BALLFIELDS IMPROVEMENTS	\$0	\$5,200	\$5,200	Carryover project balance - installation of water fountain
<b>TOTAL ROYAL OAKS PARK PROJECTS:</b>	<b>\$0</b>	<b>\$5,200</b>	<b>\$5,200</b>	
MINI PARKS COMM CENT WEST	\$75,000	\$5,606	\$80,606	Carryover project balance from roof and AC replacement at MCCC. Revised Budget for impact windows and doors
<b>TOTAL PARK - WEST (MARY COLLINS):</b>	<b>\$75,000</b>	<b>\$5,606</b>	<b>\$80,606</b>	
MLOP CLUBHOUSE/FURNITURE & FIXTURES	\$0		\$0	
MLOP STORAGE FACILITY	\$80,000		\$80,000	
MLOP WORKS OF ART/COLLECTIONS	\$30,000		\$30,000	
MLOP MASTER PLAN	\$1,000,000		\$1,000,000	
<b>TOTAL MIAMI LAKES OPTIMIST PARK</b>	<b>\$1,110,000</b>	<b>\$0</b>	<b>\$1,110,000</b>	
MINI PARKS IMPROVEMENTS	\$65,000	\$40,600	\$105,600	Carryover project balance - P84 playground and swingset (\$25,000), safety surface (\$2,100) and P87 repairs (\$13,500)
<b>TOTAL MINI PARKS</b>	<b>\$65,000</b>	<b>\$40,600</b>	<b>\$105,600</b>	
PAR 3 PARK	\$150,000		\$150,000	
PASSIVE PARK DEVELOPMENT	\$30,000		\$30,000	
<b>TOTAL PASSIVE PARK DEVELOPMENT</b>	<b>\$180,000</b>	<b>\$0</b>	<b>\$180,000</b>	
<b>TOTAL PARKS IMPROVEMENTS EXPENDITURES</b>	<b>\$1,430,000</b>	<b>\$555,769</b>	<b>\$1,985,769</b>	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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**TRANSPORTATION IMPROVEMENTS**

**REVENUES**

SECOND LOC OPT GAS TAXE 3 cent	\$144,833		\$144,833	
MPO GRANT	\$0	\$17,725	\$17,725	Rebudget balance on MPO grant for Complete Streets
TAP GRANT	\$1,000,000		\$1,000,000	
SAFE ROUTES TO SCHOOL	\$389,300	\$170,000	\$559,300	Rebudget balance FDOT grant
STATE GRANT	\$0	\$100,000	\$100,000	Rebudget FDOT 2014 Highway Beautification Grant - 154th Street and Palmetto
INTEREST INCOME	\$25,000		\$25,000	
TRANSF F/SRF PTP	\$825,000		\$825,000	
TRANSFER FROM ROAD IMPACT FEE FUND	\$408,069	\$233,865	\$641,934	Rebudget transfer from developer in lieu of Road Impact Fees
TRANSF FROM MOBILITY FEE FUND	\$300,000		\$300,000	
CAPTRANSP BUDGET CARRYFORWARD	\$1,160,079	\$230,211	\$1,390,290	Adjustment to prior year carryover fund balance
<b>TOTAL REVENUES</b>	<b>\$4,252,281</b>	<b>\$751,801</b>	<b>\$5,004,082</b>	

**EXPENDITURES**

TRAFFIC CALMING	\$25,000		\$25,000	
CIP RESERVE FOR TRANSPORT	\$0		\$0	
59TH AVENUE EXTENSION, PUBLIC WORKS	\$775,000		\$775,000	
TRANSP LAKE SARAH IMPROV	\$590,960	\$2,521	\$593,481	Carryover project balance
SAFE ROUTES TO SCHOOL ALONG MLS	\$580,000	\$69,550	\$649,550	Carryover project balance
WINDMILL GATE ROAD IMPROVEMENTS	\$0	\$384,059	\$384,059	Carryover project balance
PALMETTO & NW 67TH AVENUE WIDENING	\$408,069	\$33,678	\$441,747	Carryover project balance
GREENWAY AND TRAILS STRIPING	\$50,000		\$50,000	
COMPLETE STREETS IMPLEMENTATION PLAN	\$0	\$10,651	\$10,651	Carryover project balance
COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$650,000	\$23,250	\$673,250	Carryover project balance
COMPLETE STREET IMPLEMENTATION: MAIN STREET EAST (NW 151 AND 153 STREETS)	\$650,000		\$650,000	
MIAMI LAKEWAY SOUTH RESURFACE	\$193,252		\$193,252	
146TH STREET UNDERPASS BRIDGE	\$165,000		\$165,000	
160TH STREET UNDERPASS BRIDGE	\$165,000		\$165,000	
ADAPTIVE SIGNALIZATION PROGRAM	\$0	\$174,867	\$174,867	Carryover project balance
82ND AVENUE & OAK LANE RECONFIGURATION	\$0	\$53,225	\$53,225	Carryover project balance
<b>TOTAL EXPENDITURES:</b>	<b>\$4,252,281</b>	<b>\$751,801</b>	<b>\$5,004,082</b>	

**STORMWATER IMPROVEMENTS**

**REVENUES**

STORMWATER GRANTS	\$0	\$425,000	\$425,000	Rebudget FDEP grant (\$300,000) and SFWMD grant (\$125,000)
STORMWATER GRANTS	\$1,000,000		\$1,000,000	
CAPITAL SW BUDGET CARRYFORWD	\$924,360	-\$140,875	\$783,485	Adjustment to prior year carryover fund balance
TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$0		\$0	
TRANSF IN-STORMWATER	\$150,000		\$150,000	
<b>TOTAL REVENUES:</b>	<b>\$2,074,360</b>	<b>\$284,125</b>	<b>\$2,358,485</b>	



**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
<b>EXPENDITURES</b>				
CANAL BANK STABILIZATION - PHASE 2	\$868,000	\$103,450	\$971,450	Carryover project balance
LAKE MARTHA DRAINAGE IMPROVEMENT	\$0		\$0	
LAKE SARAH IMPROVEMENT	\$1,107,440	\$177,014	\$1,284,454	Carryover project balance
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0		\$0	
OPERATING CONTINGENCY- STORM	\$98,920	\$3,662	\$102,581	Reserve for future drainage capital projects
<b>TOTAL EXPENDITURES:</b>	<b>\$2,074,360</b>	<b>\$284,125</b>	<b>\$2,358,485</b>	

<b>TOTAL CAPITAL FUND PROJECTS REVENUES</b>	<b>\$7,931,640</b>	<b>\$1,555,445</b>	<b>\$9,487,085</b>	
<b>TOTAL CAPITAL FUND PROJECTS EXPENDITURES</b>	<b>\$7,931,640</b>	<b>\$1,555,445</b>	<b>\$9,487,085</b>	

**STORMWATER UTILITY FUND**

**REVENUES**

STORMWATER UTILITY FEES	\$1,100,000		\$1,100,000	
INTEREST EARNINGS	\$32,000		\$32,000	
STORMWATER BUDGET CARRYFORWD	\$288,148	\$177,537	\$465,685	Adjustment to prior year carryover fund balance
INTER-FUND TRANSFERS	\$0		\$0	
<b>TOTAL REVENUES:</b>	<b>\$1,420,148</b>	<b>\$177,537</b>	<b>\$1,597,685</b>	

**EXPENDITURES**

WASAD FEE COLLECTION	\$32,500		\$32,500	
STORMWATER ADMINISTRATION	\$123,142		\$123,142	
PUBLIC OUTREACH/WORKSHOPS	\$5,000		\$5,000	
BOOKS PUBLICATIONS	\$1,000		\$1,000	
TRAINING AND EDUCATION	\$5,000		\$5,000	
S/W UTIL REVENUE BOND DEBT	\$68,452		\$68,452	
FEMA FUNDED CANAL DREDGING PAYMENT	\$15,390		\$15,390	
TRANSFER TO CAP PROJECTS FD	\$150,000		\$150,000	
<b>TOTAL STORMWATER UTILITY EXPENSES</b>	<b>\$400,484</b>	<b>\$0</b>	<b>\$400,484</b>	

NPDES COMPUT. DISCHARGE MOD	\$1,000		\$1,000	
NPDES PERMIT FEES	\$16,545		\$16,545	
<b>TOTAL NPDES COSTS</b>	<b>\$17,545</b>	<b>\$0</b>	<b>\$17,545</b>	

REGULAR SALARIES	\$231,552		\$231,552	
EMPLOYEE BONUS/COLA	\$4,631		\$4,631	
STORMWATER OVERTIME	\$1,000		\$1,000	
PAYROLL TAXES	\$17,714		\$17,714	
FRS CONTRIBUTIONS	\$18,339		\$18,339	
HEALTH & LIFE INSURANCE	\$45,531		\$45,531	
WIRELESS STIPEND	\$1,200		\$1,200	
LAKE QUALITY ASSESSMENT	\$50,000		\$50,000	
PROF SERV -ENGINEERING/LEGAL	\$0		\$0	
MASTER PLAN UPDATE	\$30,000	\$30,345	\$60,345	Additional funding required for project
STORMWATER INSPECTOR	\$65,000		\$65,000	
MISC EXPENSES/REMOTE ACCESS DEVICE	\$960		\$960	
CLEAN BASINS PIPES TRENCHES	\$42,000		\$42,000	
MINOR REPAIRS & IMPROVEMENTS	\$93,949		\$93,949	
COMMUNITY RATING SYSTEM	\$2,000		\$2,000	

**TOWN OF MIAMI LAKES**  
**FY 2017-18 AMENDED BUDGET**  
Revenue and Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	CARRYOVER AMENDMENT	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
STREET SWEEPING	\$31,875		\$31,875	
REPAIR AND MAINTENANCE	\$15,000		\$15,000	
CANAL MAINTENANCE	\$255,456		\$255,456	
STORMWATER CONTINGENCY	\$20,902	\$147,192	\$168,094	Reserve for future stormwater projects
UNIFORMS	\$1,410		\$1,410	
GAS, OIL, LUBRICANTS	\$13,000		\$13,000	
COMPUTER SOFTWARE LICENSES	\$60,600		\$60,600	
<b>TOTAL STORMWATER OPERATING</b>	<b>\$1,002,119</b>	<b>\$177,537</b>	<b>\$1,179,656</b>	
<b>TOTAL STORMWATER UTILITY REVENUES</b>	<b>\$1,420,148</b>	<b>\$177,537</b>	<b>\$1,597,685</b>	
<b>TOTAL STORMWATER UTILITY EXPENDITURES</b>	<b>\$1,420,148</b>	<b>\$177,537</b>	<b>\$1,597,685</b>	
<b>FACILITY MAINTENANCE FUND</b>				
<b>REVENUES</b>				
TRANS FROM GENERAL FUND - ADMINISTRATIC	\$188,550		\$188,550	
TRANS FROM GENERAL FUND - POLICE	\$84,847		\$84,847	
TRANS FROM BUILDING FUND	\$40,852		\$40,852	
<b>TOTAL FACILITY MAINTENANCE REVENUES:</b>	<b>\$314,249</b>	<b>\$0</b>	<b>\$314,249</b>	
<b>EXPENDITURES</b>				
SALARIES	\$58,000		\$58,000	
BONUS/COST OF LIVING ADJUSTMENT	\$1,160		\$1,160	
PAYROLL TAXES	\$4,437		\$4,437	
FRS CONTRIBUTIONS	\$4,594		\$4,594	
HEALTH & LIFE INSURANCE	\$10,729		\$10,729	
WIRELESS STIPEND	\$480		\$480	
JANITORIAL	\$65,000		\$65,000	
TELEPHONE SERVICES	\$16,140		\$16,140	
UTILITIES	\$62,400		\$62,400	
REPAIR AND MAINT CONTRACTS	\$81,000		\$81,000	
REMOTE ACCESS DEVICE	\$960		\$960	
HURRICANE EXPENSES	\$4,800		\$4,800	
GAS, OIL LUBRICANTS	\$1,200		\$1,200	
EDUCATION AND TRAINING	\$2,000		\$2,000	
COMPUTER SOFTWARE LICENSES	\$1,350		\$1,350	
<b>TOTAL FACILITY MAINTENANCE EXPENDITURE:</b>	<b>\$314,249</b>	<b>\$0</b>	<b>\$314,249</b>	
<b>TOTAL ALL FUNDS - REVENUES</b>	<b>\$38,631,293</b>	<b>\$3,955,007</b>	<b>\$42,586,300</b>	
<b>TOTAL ALL FUNDS - EXPENDITURES</b>	<b>\$38,631,293</b>	<b>\$3,955,007</b>	<b>\$42,586,300</b>	



## **Town of Miami Lakes Memorandum**

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**To: The Honorable Mayor and Councilmembers**  
**From: Alex Rey, Town Manager**  
**Subject: Architectural Design Review**  
**Date: 1/16/2018**

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### **Recommendation:**

Based on the analysis provided in the staff report and other factors contained in this report, Staff recommends approval of the ordinance amending the site plan review procedures and creating architectural review standards.

### **Background:**

On February 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore potential revisions to the Land Development Code (LDC), and to return to a workshop with recommendations. The request followed in the wake of an active development cycle that brought to light concerns over quality design and compatibility of development. The Council's direction was to identify codifiable design standards that would provide staff the tools needed to promote quality design without interrupting the timeliness of the development review process. The workshop was held on October 24, 2017 and the proposed ordinance is reflective of discussions held at that meeting.

As it currently stands, Section 13-304 of the Town's LDC's provides little in the way of specificity regarding desired architectural standards and neighborhood compatibility. The proposed ordinance addresses the use of recognizable architectural genre, building scale and massing, façade treatments and materials, windows and doors, pedestrian scale, and other ancillary features. Multifamily, commercial, and Industrial development requiring site plan review are subject to the new provisions and all require staff level review for compliance. Final authority is reserved to the Council for those applications requiring public hearing. The proposed ordinance also provides for an appeal procedure.

On October 24, 2017, the Local Planning Agency recommended approval of the ordinance without modification. Prior to first reading, the ordinance was updated to include the definition of key terms. For a fuller description and analysis of the proposed ordinance, please see the Staff Report and Analysis attached to this memorandum.

First reading of the item was held on November 7, 2017. Two representatives of the Graham Companies

spoke to the item as it related most particularly to their holdings and its potential impact. The Council directed the manager to have staff sit with the two representatives to discuss their concerns, and if possible, seek alternatives that would mitigate their concerns while still achieving the same objective. Staff met twice with the Graham representatives (11/20/2017 and 12/27/2017) and made some changes to the ordinance in consideration of their comments. Staff believes the adjustments, as reflected in the attached substitution ordinance, addresses their concerns. The proposed suggested changes on the attached document are represented by double underlining for additions and double strikethrough for deletions. To adopt the attached ordinance, it must be moved into the record.

The following is an explanation of the more significant suggested changes being proffered between first and second reading:

**Section 13-311(a)** provides for those projects that shall be subject to design review. This section was clarified by specifying exterior renovations in excess of 50% of their Replacement Value, and any exterior additions are subject to design review. New construction continues to be reviewed for such provisions.

**Section 13-311(b)** The definitions section was modified to include:

*Replacement Value, Commercial Uses, Ground floor Liner, Industrial Uses, Mixed Use Development, Multifamily Residential, Principal Façade, and Understory parking.*

The Ground Floor Liner definition was provided to distinguish it from structured garage parking. The added **use** definitions represent a slight tilt in how the ordinance is to apply. Its original version was based solely on property zoning. By including the consideration of actual usage, it makes the provision more adaptable to varied forms of development such as flex warehouse space.

**Section 13-311(c)(1)**, addresses the transition of building heights. It currently requires only the consideration of nearby and adjacent lots. This approach may be overly restrictive and unnecessary. The provision was modified to allow height transition in relation to adjacent zoning provisions. The modification seeks to impose height transitioning when the adjacent district provides for a lesser maximum permitted height. This approach avoids the possibility of a tall building being adjacent to a two-story home while still allowing for taller building towards the center of the District where such height may be more appropriate.

**Section 13-311(c)(2)** aims break up a building façade so that it does not overwhelm the pedestrian or surrounding built environment. More particularly, subparagraphs “a” and “c” achieve this aim by breaking up the façade by an increment of 33 percent of the linear run of a building. While this provision is affective in breaking up the massing of a long structure, it makes less sense for smaller ones. As such the provision was modified to apply to building facades 75 feet or longer.

A second adjustment to this subsection involved the provision’s application to an industrial building typology. Industrial buildings need greater conformity of the façade to manage typical operations such as those associated with service and docking areas. The remedy was to exclude industrial uses from the subsection 13-311(c)(2) and create a new subsection at **13-311(c)(4)** to provide a separate standard more applicable to industrial uses.

**Section 13-311(e)** Building service areas are modified to address those situations where fenestration is more difficult to achieve. Fenestration requirements for industrial uses was reduced from 30% to 25%, given the nature of such construction.

**Section 13-311(f)(3)** This section was modified to recognize that it may be impractical or overly difficult to provide a ground floor liner across 100% of structured or understory parking. The provision continues to encourage and seek maximum screening.

## **ATTACHMENTS:**

Description

**Architectural Design Ordinance**  
**First Reading Submittal**

**ORDINANCE NO. 18 -\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ARCHITECTURAL DESIGN STANDARDS; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE; OF ARTICLE III, AMENDING SECTION 13-304(H); AND CREATING SECTION 13-311, ENTITLED, “DESIGN AND ARCHITECTURAL STANDARDS,” TO ESTABLISH DESIGN AND ARCHITECTURAL REVIEW STANDARDS FOR MULTIFAMILY RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT; PROVIDING FOR INCORPORATION OF RECITAL; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, on February 7, 2017, the Town Council directed the Town Manager to explore and possibly prepare an ordinance that would address design standards for new development within the Town; and

**WHEREAS**, on October 12, 2017, at a publicly advertised workshop, staff presented a recommendation to the Town Council regarding the implementation of standards that may be adopted into the Code to guide the development of future projects; and

**WHEREAS**, the amendment at Exhibit “A” is reflective of the Town Council’s desire as expressed at the October 12, 2017, workshop; and

**WHEREAS**, the Administrative Official reviewed the proposed amendment to the Land Development Code and recommends approval, as set forth in the Staff Analysis and Recommendation dated October 24, 2017, and incorporated into this Ordinance by reference; and

**WHEREAS**, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

**WHEREAS**, on October 24, 2017, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and

reviewed and recommended approval to the Miami Lakes Town Council; and

**WHEREAS**, on November 7, 2017, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official; the Town Council moved the proposed amendment on first reading for second reading and consideration of adoption; and

**WHEREAS**, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found in Subsection 13-306(b) of the Town Code; and

**WHEREAS**, on \_\_\_\_\_, 2018, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.**

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

**Section 2. Findings.** After considering Staff's report, both submitted in writing and presented orally and the public comment, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for an amendment to the Land Development Code pursuant to Subsection 13-306(b) of the Town Code, as provided for in the Staff Recommendation and Analysis Report.

**Section 3. Approval.** The Town Council hereby adopts the amendment as provided at Exhibit "A," and as incorporated herein.

**Section 4. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

**Section 7. Effective date.** This Ordinance shall become effective immediately upon adoption.

### **FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.



[THIS SPACE INTENTIONALLY LEFT BLANK]

**SECOND READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

## EXHIBIT A

### Ordinance

#### Chapter 13 – LAND DEVELOPMENT CODE

\* \* \*

#### ARTICLE III. – DEVELOPMENT APPROVAL PROCEDURES

\* \* \*

##### Sec. 13-304. - Site plan approval.

\* \* \*

(h) *Specific factors for review of a site plan.* The approval or approval with modifications and/or conditions or changes of approval by written development order shall include not only conclusions, but also findings of fact related to the specific proposal and shall set forth the reasons for the approval, with or without modifications and/or special conditions. The development order shall set forth with particularity in what respects the plan would or would not be in the public interest including, but not limited to findings of fact and conclusions on the following site plan approval criteria:

- (1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.
- (2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.
- (3) In what respects the plan is or is not in conformance with ~~the~~ Town code requirements including:
  - a. ~~the~~ The design and construction of streets, utility facilities and other essential services as may be required by the Town or other governmental agencies.
  - b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.
- (4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:
  - a. Design and architectural standards as provided at section 13-311. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~. Additions since first reading are show as double underline; deletions since first reading are shown as ~~double striketrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

- ~~b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.~~
  - be. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
  - cd. Landscaping that enhances architectural features, strengthens vistas and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.
  - ~~e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.~~
  - df. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
  - eg. Service areas ~~which may be provided~~ shall be screened and so located as ~~not to be visible~~ minimize or eliminate visibility, to the greatest extent possible, from the public right-of-way and other properties.
  - fh. Design of the site shall ensure adequate access for emergency vehicles and personnel.
  - gi. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.
- (5) In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

\* \* \*

### **Sec. 13-311. - Design and architectural standards**

- (a) Purpose. All new multifamily and nonresidential development projects, all exterior work to existing multifamily and nonresidential projects in excess of 50% of their replacement value, and all exterior additions to existing multifamily and nonresidential projects should ~~must~~ incorporate a design concept consistent with a recognizable architectural style. A recognizable architectural style shall be one which has a basis in either academic or vernacular architecture. Building design should be consistent with the recognizable architectural style and should incorporate architectural embellishments commonly associated with that style. The following shall not be considered recognizable architectural styles:
- (1) Corporate signature or commercial prototype architecture, unless such is consistent with other requirements of this Article.
  - (2) Any architecture having a historical reference which is so unique and different from current design philosophy that such reference is inconsistent and incompatible with

surrounding structures. Examples of such include igloos, tepees, medieval castles, caves and the like.

- (3) Any kitsch architecture which does not resemble a typical structure, but resembles an exaggerated or oversized object, such as a plant, animal, fish, edible food or other such items.

(b) Definitions: For the purpose of this Section the following definitions shall apply.

Commercial Use(s) shall mean any activity where there is an exchange of goods or services for monetary gain, such activities include but are not limited to retail sales, offices, eating and drinking facilities, theaters and similar uses. This definition does not include wholesale, distribution, assembly, and manufacturing uses.

Façade shall mean an exterior wall, or face, of a building. The front facade of a building contains the building's main entrance, the rear facade is the building's rear exterior wall, and the side facades are a building's side exterior walls.

Fenestration shall mean the arrangement of windows across the facade of a building.

Ground Floor Liner shall mean an enclosed air conditioned portion of a building available for Commercial, Multi-Family Residential, or Industrial uses, that is so located to block the ground level view of Understory Parking or structured garage parking areas.

Industrial Use(s) shall mean those activities principally involved in wholesale, distribution, assembly, manufacturing, storage, or similar uses. This definition does not include those uses which meet the definition of a Commercial Use.

Kitsch shall mean excessively garish or sentimental art, usually considered in bad taste.

Mixed Use shall mean any development project or building that mixes Commercial and Multifamily Residential uses on a development site.

Multifamily Residential shall mean a development or project of with more than one two-family building or any building with three or more attached residential units on a development site, or any combination thereof.

Open Space shall mean areas of a lot dedicated to landscaping, or otherwise unencumbered by either structures or paving.

Principal Façade shall mean that portion of the building facing a street where primary access is provided to patrons and visitors.

Roof height shall mean the height of any given portion of a building or structure, as measured from the average site elevation, vertically to the uppermost point of that portion of the building or structure.

Replacement Value shall equal the cost of the building or structure to be replaced as provided by the Florida Building Code.

Roof pitch shall mean the slope of the roof.

Screening or Buffering shall mean visual barriers that obscure views of other structures or equipment.

Understory Parking shall mean surface level parking areas that exist underneath a building. This definition does not include garage parking facilities which provide parking for vehicles on multiple levels.

Vista shall mean a view corridor between buildings.

(c) Building Scale and Massing. Building layout should, where appropriate, ensure the gradual transition of building height and mass in relation to ~~adjoining properties,~~ adjacent districts, water bodies and rights of way, and include the following:

- (1) For all developments adjacent to a zoning district(s) with a lower maximum permitted building height, ~~the~~ the proportional relationship between the proposed building(s) and to the adjoining buildings adjacent district(s) should be enhanced by transitioning or buffering building height(s) away from the adjacent district to the greatest extent possible in a manner reflective of the predominant development pattern of the area.
- (2) The Massing of Commercial, Multifamily Residential, and Mixed-Use ~~Massing~~ buildings must be partitioned to appear smaller through the use of architectural devices such as shifting wall planes, differing roof heights and pitches, fenestration and other architectural detailing. To such end, at least two of the following methods shall be ~~used~~ applied to the greatest extent possible on ~~all~~ the Principal Facades of a building.
  - a. A minimum recess or projection of the facade ~~three~~ two (2) feet or more for at least 33 percent of the facade area for any building façade longer than 75 feet.
  - b. Architectural design elements, such as porches, canopies, towers, dormers, bay windows, balconies, and distinctive entry features that provide depth to the facade by breaking up a minimum of 33 percent of the facade area.
  - c. Variation of roof height to visually break up at least 33 percent of the facade, by use of multiple roofs, roof pitches, dormers, and/or parapet heights.
  - d. Horizontal and/or vertical variation in texture, or materials and architectural detailing to distinguish floors and adjoining units or to signify various elements of the building.
- (3) For Multifamily Residential and Mixed Use which include residential, semi-private areas such as covered front porches and/or courtyards are highly encouraged. Commercial properties are encouraged to include public plazas and courtyards.
- (4) For industrial uses, the Principal Facade should provide for variation in architectural detailing to visually breakup the horizontal appearance of the building, and to the greatest extent possible, locate service/loading bays and other similar service areas at the back of the building and designed in such a way to screen such areas from the public rights-of-way.

(d) Façade treatments and materials.

- (1) Building facades identified in subsection (c) above which ~~face~~ing roadways and pedestrian corridors, shall incorporate appropriate architectural elements consistent with the overall design concept and architectural style of the development.
- (2) These architectural elements must include fenestrations, recessed planes, ornamentation, moldings, changes in materials, textures and colors, or other architectural sculpting that enhances the ground level and adds human scale and interest to the building's exterior. Large areas of flat, blank, untreated walls or surfaces are strongly discouraged.
- (3) Variation in color texture and materials shall be used to create visually engaging facades, to accentuate entrances, exits, windows, corners, level changes, and other architectural features and to differentiate between commercial and residential portions of mixed use buildings.
- (4) High quality and durable materials, such as stone, brick, and cementitious siding shall be used.

- (5) Appropriate use of plaster and stucco finishes that add visual depth and texture are highly encouraged.
  - (6) Appropriate and complimentary use of color is encouraged.
  - (7) Variation in exterior treatment of adjacent buildings is encouraged.
  - (8) Facade materials that vary in texture and type to accentuate entrances, exits, windows, corners, level changes, and other architectural features are highly desired and recommended.
- (e) *Windows and doors.* Notwithstanding mechanical and service deliver areas which should be screened from view, ~~W~~windows and doors shall be emphasized with decorative details such as frames, sills, lintels, shutters, planters, relief trims, or moldings. Commercial and multifamily residential uses ~~shall~~ should provide for a minimum of 30% fenestration on all such facades. Industrial uses should provide for 25% fenestration along their Principal Façade.
- (f) *Building entrance and parking.*
- (1) Main building entries should be emphasized to allow easy identification from the street and parking lot, and to provide for convenient access of pedestrians.
  - (2) Building entrances shall provide a safe pedestrian connection (sidewalks and paved crosswalks) to the adjoining public sidewalk or street, and to the private parking areas~~and to any adjoining commercial properties.~~
  - (43) ~~Ground level u~~Understory parking ~~Parking shall be prohibited~~fronting a public street shall have a Ground Floor Liner, however this shall not preclude a small portion of the upper stories to overhang a small parking or customer drop off area. Garage parking facilities are permitted, however to the greatest extent possible, shall be constructed with a Ground Floor Liner at those ~~all~~portions of the ~~building~~garage fronting a street ~~shall have a ground floor liner.~~ Exposed portion of a garage to a public street shall be softened or screened through the use of landscaping, or other façade treatments.
- (g) *Ancillary design regulations.*
- (a) Mechanical equipment shall be either roof mounted and screened using architectural features such as parapets or gables or, at minimum, screened with either landscaping or a wall. All wall mounted mechanic equipment must be painted to match the building and shall be placed on the side and/or rear of the building, not visible from the right of way. Townhomes shall meet the provisions in this section.
  - (b) All downspouts shall be architecturally compatible with the building.
  - (c) Dumpster enclosures shall be architecturally compatible with the principal building, and must include an opaque gate.
  - (e) All ~~permanent~~ electrical installations between the Florida Power and Light transformer and the service side of the metering device shall be installed underground. No ~~permanent~~ overhead installation of electrical services shall be allowed. Existing services/meter undergoing replacement or repairs shall comply with this requirement.
  - (f) The installation of centralized distribution is required for video and internet satellites, terrestrial antenna, cable TV provider, and wireless signal in new residential and commercial developments, as well as in restoration work comprising of more than 50 percent of the building value.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~. Additions since first reading are show as double underline; deletions since first reading are shown as ~~double striketrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

- (g) All buildings and associated landscaping ~~must~~ should, to the greatest extent possible, be oriented and placed to minimize direct daily sunlight on walls and windows during the May-October period, and maximize solar exposure of the roof area year-round.
- (h) *Prohibited features.* ~~Elevated~~ Horizontal uninterrupted or continuous banding of windows, exterior access corridors along a building facade, and/or uninterrupted horizontal expression of floor slabs are prohibited. This prohibition does not apply to promenades and colonnades.
- (i) *Review procedure and appeal.* Staff shall perform an analysis for compliance with section 13-311, and the Town may employ the expertise of a design professional at the applicant's expense. Final decision authority shall be as prescribed by Article III for each application type. As provided at section 13-310, appeal of an Administrative or Board decision shall be to the Miami Lakes Town Council, and an appeal of a final decision of the Town Council shall be by writ of certiorari. All appeals must be filed within 30 days of the final development order.





## **Town of Miami Lakes Memorandum**

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**To:** The Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Architectural Design Review  
**Date:** 11/7/2017

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### **Recommendation:**

Based on the analysis provided in the staff report and other factors contained in this report, Staff recommends approval of the ordinance amending the site plan review procedures and creating architectural review standards.

### **Background:**

On February 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore potential revisions to the Land Development Code (LDC), and to return to a workshop with recommendations. The request followed in the wake of an active development cycle that brought to light concerns over quality design and compatibility of development. The Council's direction was to identify codifiable design standards that would provide staff the tools needed to promote quality design without interrupting the timeliness of the development review process. The workshop was held on October 24, 2017 and the proposed ordinance is reflective of discussion held at that meeting.

As it currently stands, Section 13-304 of the Town's LDC's provides little in the way of specificity regarding desired architectural standards and neighborhood compatibility. The proposed ordinance addresses the use of recognizable architectural genre, building scale and massing, façade treatments and materials, windows and doors, pedestrian scale, and other ancillary features. Multifamily, commercial, and Industrial development requiring site plan review are subject to the new provisions and all require staff level review for compliance. Final authority is reserved to the Council for those applications requiring public hearing. The proposed ordinance also provides for an appeal procedure.

On October 24, 2017, the Local Planning Agency recommended approval of the ordinance without modification. The attached ordinance has since been updated to include the definition of key terms. For a fuller description and analysis of the proposed ordinance, please see the Staff Report and Analysis attached to this memorandum.

**ATTACHMENTS:**

Description

**Ordinance on First Reading**

**LPA Submittal**

**Map of Affected Lands**

**ORDINANCE NO. 17-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ARCHITECTURAL DESIGN STANDARDS; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE; OF ARTICLE III, AMENDING SECTION 13-304(H) AND CREATING SECTION 13-311, ENTITLED, “DESIGN AND ARCHITECTURAL STANDARDS,” TO ESTABLISH DESIGN AND ARCHITECTURAL REVIEW STANDARDS FOR MULTIFAMILY RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, on February 7, 2017, the Town Council directed the Town Manager to explore and possibly prepare an ordinance that would address design standards for new development within the Town; and

**WHEREAS**, on October 12, 2017, at a publicly advertised workshop, staff presented a recommendation to the Town Council regarding the implementation of standards that may be adopted into the Code to guide the development of future projects; and

**WHEREAS**, the amendment at Exhibit “A” is reflective of the Town Council’s desire as expressed at the October 12, 2017, workshop; and

**WHEREAS**, the Administrative Official reviewed the proposed amendment to the Land Development Code and recommends approval, as set forth in the Staff Analysis and Recommendation dated October 24, 2017, and incorporated into this Ordinance by reference; and

**WHEREAS**, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

**WHEREAS**, on October 24, 2017, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and

reviewed and recommended approval to the Miami Lakes Town Council; and

**WHEREAS**, on \_\_\_\_\_, 2017, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official; the Town Council moved the proposed amendment on first reading for second reading and consideration of adoption; and

**WHEREAS**, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found in Subsection 13-306(b) of the Town Code; and

**WHEREAS**, on \_\_\_\_\_, 2017, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.**

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

**Section 2. Findings.** After considering Staff's report, both submitted in writing and presented orally and the public comment, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for an amendment to the Land Development Code pursuant to Subsection 13-306(b) of the Town Code, as provided for in the Staff Recommendation and Analysis Report.

**Section 3. Approval.** The Town Council hereby adopts the amendment as provided at Exhibit "A," and as incorporated herein.

**Section 4. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

**Section 7. Effective date.** This Ordinance shall become effective immediately upon adoption.

### **FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SECOND READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inganzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

## EXHIBIT A

### Ordinance

#### Chapter 13 – LAND DEVELOPMENT CODE

\* \* \*

#### ARTICLE III. – DEVELOPMENT APPROVAL PROCEDURES

\* \* \*

##### Sec. 13-304. - Site plan approval.

\* \* \*

(h) *Specific factors for review of a site plan.* The approval or approval with modifications and/or conditions or changes of approval by written development order shall include not only conclusions, but also findings of fact related to the specific proposal and shall set forth the reasons for the approval, with or without modifications and/or special conditions. The development order shall set forth with particularity in what respects the plan would or would not be in the public interest including, but not limited to findings of fact and conclusions on the following site plan approval criteria:

- (1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.
- (2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.
- (3) In what respects the plan is or is not in conformance with ~~the~~ Town code requirements including:
  - a. ~~the~~ The design and construction of streets, utility facilities and other essential services as may be required by the Town or other governmental agencies.
  - b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.
- (4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:
  - a. Design and architectural standards as provided at section 13-311. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

- ~~b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.~~
  - be. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
  - cd. Landscaping that enhances architectural features, strengthens vistas and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.
  - ~~e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.~~
  - df. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
  - eg. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.
  - fh. Design of the site shall ensure adequate access for emergency vehicles and personnel.
  - gi. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.
- (5) In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

\* \* \*

### **Sec. 13-311. - Design and architectural standards**

- (a) Purpose. All new multifamily and nonresidential development projects must incorporate a design concept consistent with a recognizable architectural style. A recognizable architectural style shall be one which has a basis in either academic or vernacular architecture. Building design should be consistent with the recognizable architectural style and should incorporate architectural embellishments commonly associated with that style. The following shall not be considered recognizable architectural styles:
- (1) Corporate signature or commercial prototype architecture, unless such is consistent with other requirements of this Article.
  - (2) Any architecture having a historical reference which is so unique and different from current design philosophy that such reference is inconsistent and incompatible with surrounding structures. Examples of such include igloos, tepees, medieval castles, caves and the like.



- (3) Any kitsch architecture which does not resemble a typical structure, but resembles an exaggerated or oversized object, such as a plant, animal, fish, edible food or other such items.

(b) Definitions: For the purpose of this Section the following definitions shall apply.

Façade shall mean an exterior wall, or face, of a building. The front facade of a building contains the building's main entrance, the rear facade is the building's rear exterior wall, and the side facades are a building's side exterior walls.

Fenestration shall mean the arrangement of windows across the facade of a building.

Kitsch shall mean excessively garish or sentimental art, usually considered in bad taste.

Roof height shall mean the height of any given portion of a building or structure, as measured from the average site elevation, vertically to the uppermost point of that portion of the building or structure.

Roof pitch shall mean the slope of the roof.

Screening or Buffering shall mean visual barriers that obscure views of other structures or equipment.

Open Space shall mean areas of a lot dedicated to landscaping, or otherwise unencumbered by either structures or paving.

Vista shall mean a view corridor between buildings.

(c) Building Scale and Massing. Building layout should, where appropriate, ensure the gradual transition of building height and mass in relation to adjoining properties, water bodies and rights of way, and include the following:

(1) The proportional relationship between the building, and the adjoining buildings should be enhanced by transitioning building heights in a manner reflective of the predominant development pattern of the area.

(2) Massing must be partitioned to appear smaller through the use of architectural devices such as shifting wall planes, differing roof heights and pitches, fenestration and other architectural detailing. To such end, at least two of the following methods shall be used on all facades of a building.

a. A minimum recess or projection of the facade three feet or more for at least 33 percent of the facade area.

b. Architectural design elements, such as porches, canopies, towers, dormers, bay windows, balconies, and distinctive entry features that provide depth to the facade by breaking up a minimum of 33 percent of the facade area.

c. Variation of roof height to visually break up at least 33 percent of the facade, by use of multiple roofs, roof pitches, dormers, and/or parapet heights.

d. Horizontal and/or vertical variation in texture, or materials and architectural detailing to distinguish floors and adjoining units or to signify various elements of the building.

(3) For residential and mixed use which include residential, semi-private areas such as covered front porches and/or courtyards are highly encouraged. Commercial properties are encouraged to include public plazas and courtyards.

(d) Façade treatments and materials.

- (1) Building facades facing roadways and pedestrian corridors shall incorporate appropriate architectural elements consistent with the overall design concept and architectural style of the development.
  - (2) These architectural elements must include fenestrations, recessed planes, ornamentation, moldings, changes in materials, textures and colors, or other architectural sculpting that enhances the ground level and adds human scale and interest to the building's exterior. Large areas of flat, blank, untreated walls or surfaces are strongly discouraged.
  - (3) Variation in color texture and materials shall be used to create visually engaging facades, to accentuate entrances, exits, windows, corners, level changes, and other architectural features and to differentiate between commercial and residential portions of mixed use buildings.
  - (4) High quality and durable materials, such as stone, brick, and cementitious siding shall be used.
  - (5) Appropriate use of plaster and stucco finishes that add visual depth and texture are highly encouraged.
  - (6) Appropriate and complimentary use of color is encouraged.
  - (7) Variation in exterior treatment of adjacent buildings is encouraged.
  - (8) Facade materials that vary in texture and type to accentuate entrances, exits, windows, corners, level changes, and other architectural features are highly desired and recommended.
- (e) *Windows and doors.* Windows and doors shall be emphasized with decorative details such as frames, sills, lintels, shutters, planters, relief trims, or moldings. Commercial and multifamily residential uses shall provide for a minimum of 30% fenestration on all facades.
- (f) *Building entrance and parking.*
- (1) Main building entries should be emphasized to allow easy identification from the street and parking lot, and to provide for convenient access of pedestrians.
  - (2) Building entrances shall provide a safe pedestrian connection (sidewalks and paved crosswalks) to the adjoining public sidewalk or street, to the private parking area and to any adjoining commercial properties.
  - (4) Ground level understory parking shall be prohibited. Garage parking facilities are permitted, however all portions of the building fronting a street shall have a ground floor liner.
- (g) *Ancillary design regulations.*
- (a) Mechanical equipment shall be either roof mounted and screened using architectural features such as parapets or gables or, at minimum, screened with either landscaping or a wall. All wall mounted mechanic equipment must be painted to match the building and shall be placed on the side and/or rear of the building, not visible from the right of way. Townhomes shall meet the provisions in this section.
  - (b) All downspouts shall be architecturally compatible with the building.
  - (c) Dumpster enclosures shall be architecturally compatible with the principal building, and must include an opaque gate.
  - (e) All electrical installations between the Florida Power and Light transformer and the service side of the metering device shall be installed underground. No overhead

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

installation of electrical services shall be allowed.. Existing services/meter undergoing replacement or repairs shall comply with this requirement.

(f) The installation of centralized distribution is required for video and internet satellites, terrestrial antenna, cable TV provider, and wireless signal in new residential and commercial developments, as well as in restoration work comprising of more than 50 percent of the building value.

(g) All buildings and associated landscaping must be oriented and placed to minimize direct daily sunlight on walls and windows during the May-October period, and maximize solar exposure of the roof area year-round.

(h) *Prohibited features.* Horizontal uninterrupted or continuous banding of windows, exterior access corridors along a building facade, and/or uninterrupted horizontal expression of floor slabs are prohibited.

(i) *Review procedure and appeal.* Staff shall perform an analysis for compliance with section 13-311, and the Town may employ the expertise of a design professional at the applicant's expense. Final decision authority shall be as prescribed by Article III for each application type. As provided at section 13-310, appeal of an Administrative or Board decision shall be to the Miami Lakes Town Council, and an appeal of a final decision of the Town Council shall be by writ of certiorari. All appeals must be filed within 30 days of the final development order.



## **Town of Miami Lakes Memorandum**

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**To:** Planning and Zoning Board Members  
**From:** Darby P. Delsalle, AICP, Planning Director  
**Subject:** Architectural Design Review  
**Date:** 10/24/2017

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### **Recommendation:**

Based on the analysis provided in the staff report and other factors contained in this report, Staff recommends approval of the ordinance amending the site plan review procedures and creating architectural review standards.

### **Background:**

On February 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore potential revisions to the Land Development Code (LDC), and to return to a workshop with recommendations. The request followed in the wake of an active development cycle that brought to light concerns over quality design and compatibility of development. The Council's direction was to identify codifiable design standards that would provide staff the tools needed to promote quality design without interrupting the timeliness of the development review process. The workshop was held on October 24, 2017 and the proposed ordinance is reflective of discussion held at that meeting. As it currently stands, Section 13-304 of the Town's LDC's provides little in the way of specificity regarding desired architectural standards and neighborhood compatibility. The proposed ordinance addresses the use of recognizable architectural genre, building scale and massing, façade treatments and materials, windows and doors, pedestrian scale, and other ancillary features. Multifamily, commercial, and Industrial development requiring site plan review are subject to the new provisions and all require staff level review for compliance. Final authority is reserved to the Council for those applications requiring public hearing. The proposed ordinance also provides for an appeal procedure. For a fuller description and analysis of the proposed ordinance, please see the Staff Report and Analysis attached to this memorandum.

### **ATTACHMENTS:**

Description

Staff Report

Ordinance



Department of Planning, Zoning and Code Compliance  
6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

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## Staff Analysis and Recommendation

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**To:** Honorable Chair and Members of the Local Planning Agency  
**From:** Darby P. Delsalle, AICP, Planning Director  
**Subject:** Architectural Design Review  
**Date:** October 24, 2017

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ARCHITECTURAL DESIGN STANDARDS; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE; OF ARTICLE III, WORKFORCE HOUSING; AMENDING SECTION 13-304(H) AND CREATING SECTION 13-311, ENTITLED, "DESIGN AND ARCHITECTURAL STANDARDS," TO ESTABLISH DESIGN AND ARCHITECTURAL REVIEW STANDARDS FOR MULTIFAMILY RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Ceasar Mestre)

### A. BACKGROUND

At the February 7, 2017, Town Council meeting, Councilperson Mestre introduced an item on New Business which sought to address aesthetic standards of development. After some discussion, the Town Council directed the Town Manager to explore and possibly prepare an ordinance that would address design standards for new development within the Town. The request followed in the wake of an active development cycle that brought to light concerns over quality design and compatibility of development. The Council's direction was to identify codifiable design standards that would provide staff the needed tools to promote quality design without interrupting the timeliness of the development review process. The Council's directive included holding a workshop to discuss staff recommendation. The Council also specifically excluded single family residential development from such a review requirement.

The Council's desire was not to undertake the implementation of a full-scale design review manual, rather it was to focus on broader architectural principals. As such, the proposed ordinance focuses on the established of recognized architectural styles, and to address building scale and massing, façade treatments and material, pedestrian scale (windows, doors,

entrances, and parking), and other ancillary design features intended to screen exterior mechanical equipment and attachments. The proposed aesthetic standards are to be integrated into the existing site plan review procedures and identified with their own criteria. Professional staff review would be required for all multifamily, commercial and industrial projects. Council shall retain final authority for those requests requiring public hearing. The proposed ordinance also provides for an appeal procedure.

On October 12, 2017, at a publicly advertised workshop, staff presented its recommendation to the Town Council regarding implementation of standards identified at the preceding paragraph. After some discussion, the Council reached consensus regarding the desired elements to be incorporated into the Land Development Code (LDC). The attached ordinance is reflective of that consensus.

## **B. PROPOSED CHANGES**

The following described elements are presented in the same order that they appear in the proposed ordinance.

*Review procedure.* The first proposed adjustment relates to Section 13-304, Site Plan Approval. The previous provisions relied upon a concept of general compatibility, however they provide little guidance as to how that objective was to be achieved. This amendment reorders a small portion the section to provide for a more logical sequencing, and includes a reference to the newly prescribed architectural standards Section at 13-311. By doing this, such desire criteria become standard as part of the site plan review procedure.

*Recognized Architectural Styles.* The adopted standards at Section 13-311 do not try to dictate a particular genre of architecture, rather it seeks to prohibit kitsch architecture. Hence it avoids a building that may look like a giant pineapple.

*Building Scale and Massing.* This portion of the amendment seeks to guide the over sizing of a building relative to its siting on the lot and its adjacency to nearby development. It seeks to achieve proportionality in the context of the area that it is built. Other elements include breaking up the façade of the building, inclusion of architectural elements, variation of height, and texturing to create visual interest. Residential properties are encouraged to provide for definition of space, whereas commercial properties are encouraged to provide for plazas and courtyards.

*Façade treatments and materials.* This element seeks to achieve consistency of architectural design throughout the project. Thought is to be given to fenestration (windows and glazing), molding, materials textures, and colors. Pedestrian scale is the theme so that large blank walls are avoided.

*Windows and Doors.* Windows and doors should be properly addressed with details such as frames, sills, or shutters. Residential and commercial building shall provide for 25% fenestration along all facades.

*Building Entrance and Parking.* The push here to emphasize pedestrian scale by articulation of entryways and other features to help guide individuals to identifiable entrances. Garage parking at the ground level shall not be visible from the street.



*Ancillary Design Regulations.* This section deals with mechanical equipment such as air conditioners or other attachments such as down spouts. The idea is to screen from view those elements. It also addresses dumpster location and landscape design to address overall aesthetic qualities.

*Prohibited Feature.* These standards prohibit uninterrupted banding of windows and exterior walkways. This also includes any uninterrupted expressions of horizontal floor slabs.

## **C. STAFF RECOMMENDATION**

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the site plan review procedures and creating an architectural design review.

## **D. ANALYSIS**

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

### **1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.**

*Analysis:* See Section “A”, Background and Section “B”, Proposed Changes of this report. As presented in Sections “A” and “B”, the proposed ordinance provides a design review procedure to be implemented for multifamily, commercial, and industrial buildings. The program, as proposed conforms to the following policy of CDMP below:

Policy 1.3.2: Prepare a Miami Lakes Design Plan to enhance such design features as entry identification statements, transportation corridors, bike and pedestrian ways, waterway vistas, public buildings, commercial and industrial districts, open space and parks, and signage.

*Finding:* Complies

### **2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.**

*Analysis:* The proposed ordinance conforms with the Town’s LDC’s. A review of the LDC’s found no conflicts.

*Finding:* Complies.

### **3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.**

*Analysis:* See Section “A”, Background and Section “B”, Proposed Changes of this report. The proposed amendment follows in the wake of an active development cycle that brought to light concerns over quality design and compatibility of development. The Council wanted codifiable aesthetic standards that would provide staff the tools to promote quality design without interrupting the timeliness of the development review process. The proposed changes are consistent with that land use policy sought by the Council.

*Finding:* Complies.

4. **Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.**

*Analysis:* The proposed ordinance does not change the permitted use of land or the underlying development regulations of each zoning district.

*Finding:* Complies.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

*Analysis:* The proposed ordinance does not impact the above systems.

*Finding:* Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

*Analysis:* The proposed ordinance does not impact the above systems.

*Finding:* Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

*Analysis:* See Section “A”, Background and Section “B”, Proposed Changes of this report. The scope of the proposed ordinance is designed to accommodate existing development regulations while also providing for architectural aesthetic standards that allow for greater compatibility with the existing built environment. The net effect is a greater protection of property values for the surrounding neighbor, which in turn contribute positively to the general welfare of the community.

*Finding:* Complies.



- 8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

*Analysis:* See Section “A”, Background, Section “B”, Proposed Changes, and Criterion 7 of this report. The ordinance does not change permitted uses or modify the underlying development standards of the applicable zoning district. It does provide for greater compatibility of new development with the surrounding community.

*Finding:* Complies.

- 9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

*Analysis:* See Section “A”, Background, Section “B”, Proposed Changes, and Criteria 1, 3, and 7 of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC. The proposed ordinance provides an opportunity for architectural aesthetic standards.

*Finding:* Complies.

- 10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

*Analysis:* See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

*Finding:* As determined by the Town Council.

**ORDINANCE NO. 17-\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ARCHITECTURAL DESIGN STANDARDS; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE; OF ARTICLE III, AMENDING SECTION 13-304(H) AND CREATING SECTION 13-311, ENTITLED, “DESIGN AND ARCHITECTURAL STANDARDS,” TO ESTABLISH DESIGN AND ARCHITECTURAL REVIEW STANDARDS FOR MULTIFAMILY RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, on February 7, 2017, the Town Council directed the Town Manager to explore and possibly prepare an ordinance that would address design standards for new development within the Town; and

**WHEREAS**, on October 12, 2017, at a publicly advertised workshop, staff presented a recommendation to the Town Council regarding the implementation of standards that may be adopted into the Code to guide the development of future projects; and

**WHEREAS**, the amendment at Exhibit “A” is reflective of the Town Council’s desire as expressed at the October 12, 2017, workshop; and

**WHEREAS**, the Administrative Official reviewed the proposed amendment to the Land Development Code and recommends approval, as set forth in the Staff Analysis and Recommendation dated October 24, 2017, and incorporated into this Ordinance by reference; and

**WHEREAS**, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

**WHEREAS**, on October 24, 2017, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and

reviewed and recommended approval to the Miami Lakes Town Council; and

**WHEREAS**, on \_\_\_\_\_, 2017, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council moved the proposed amendment on first reading for second reading and consideration of adoption; and

**WHEREAS**, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found in Subsection 13-306(b) of the Town Code; and

**WHEREAS**, on \_\_\_\_\_, 2017, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.**

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

**Section 2. Findings.** After considering Staff's report, both submitted in writing and presented orally and the public comment, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for an amendment to the Land Development Code pursuant to Subsection 13-306(b) of the Town Code, as provided for in the Staff Recommendation and Analysis Report.

**Section 3. Approval.** The Town Council hereby adopts the amendment as provided at Exhibit "A," and as incorporated herein.

**Section 4. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

**Section 7. Effective date.** This Ordinance shall become effective immediately upon adoption.

### **FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### **SECOND READING**

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.  
Omitted portions of this ordinance are shown as “\* \* \*”.

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inganzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

## EXHIBIT A

### Ordinance

#### Chapter 13 – LAND DEVELOPMENT CODE

\* \* \*

#### ARTICLE III. – DEVELOPMENT APPROVAL PROCEDURES

\* \* \*

##### Sec. 13-304. - Site plan approval.

\* \* \*

(h) *Specific factors for review of a site plan.* The approval or approval with modifications and/or conditions or changes of approval by written development order shall include not only conclusions, but also findings of fact related to the specific proposal and shall set forth the reasons for the approval, with or without modifications and/or special conditions. The development order shall set forth with particularity in what respects the plan would or would not be in the public interest including, but not limited to findings of fact and conclusions on the following site plan approval criteria:

- (1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.
- (2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.
- (3) In what respects the plan is or is not in conformance with ~~the~~ Town code requirements including:
  - a. the design and construction of streets, utility facilities and other essential services as may be required by the Town or other governmental agencies.
  - b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.
- (4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:
  - a. Design and architectural standards as provided at section 13-311. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

- ~~b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.~~
  - be. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
  - cd. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.
  - ~~e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.~~
  - df. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
  - eg. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.
  - fh. Design of the site shall ensure adequate access for emergency vehicles and personnel.
  - gi. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.
- (5) In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

\* \* \*

### **Sec. 13-311. - Design and architectural standards**

- (a) Purpose. All new multifamily and nonresidential development projects must incorporate a design concept consistent with a recognized architectural style. A recognized architectural style shall be one which is accepted by design professionals as having a basis in classical, historical or academic architectural design philosophies. Building design should be consistent with the recognized architectural style and should incorporate the architectural embellishments commonly associated with that style. The following shall not be considered recognized architectural styles:
- (1) Corporate signature or commercial prototype architecture, unless such is consistent with other requirements of this Article.
  - (2) Any architecture having a historical reference which is so unique and different from current design philosophy that such reference is inconsistent and incompatible with surrounding structures. Examples of such include igloos, tepees, medieval castles, caves and the like.

- (3) Any kitsch architecture which does not resemble a typical structure, but resembles an exaggerated plant, animal, fish, edible food or other such item such as giant oranges, ice cream cones, dinosaurs and the like.

(b) Building Scale and Massing. Building layout should, where appropriate, ensure the gradual transition of building height and mass in relation to adjoining properties, water bodies and rights of way, and include the following:

- (1) The proportional relationship between the building, the adjoining buildings and the width of the adjacent right of way.
- (2) Large volumes must be partitioned to appear smaller through the use of architectural devices such as shifting wall planes, differing roof heights and pitches, fenestration and other architectural detailing. To such end, at least two of the following methods shall be used on all facades of a building.
  - a. A minimum recess or projection of the facade three feet or more for at least 33 percent of the facade area.
  - b. Architectural design elements, such as porches, canopies, towers, dormers, bay windows, balconies, and distinctive entry features that provide depth to the facade by breaking up a minimum of 33 percent of the facade area.
  - c. Variation of roof and/or roof wall height to visually break up at least 33 percent of the facade, such as by use of multiple roof, roof pitches, dormers, and/or parapet heights.
  - d. Horizontal and/or vertical variation in texture, or materials and architectural detailing to distinguish floors and adjoining units or to signify various elements of the building, through use of architectural elements, such as cornices, friezes, reliefs, dentils, architraves, pediments, pilasters, quoins, corbels, etc.
- (3) For residential and mixed use which include residential, semi-private areas such as covered front porches and/or courtyards are highly encouraged. Commercial properties are encouraged to include public plazas and courtyards.
- (4) Stairs and other entry access requirements such as wheelchair ramps and elevators should be integrated into the overall project design.

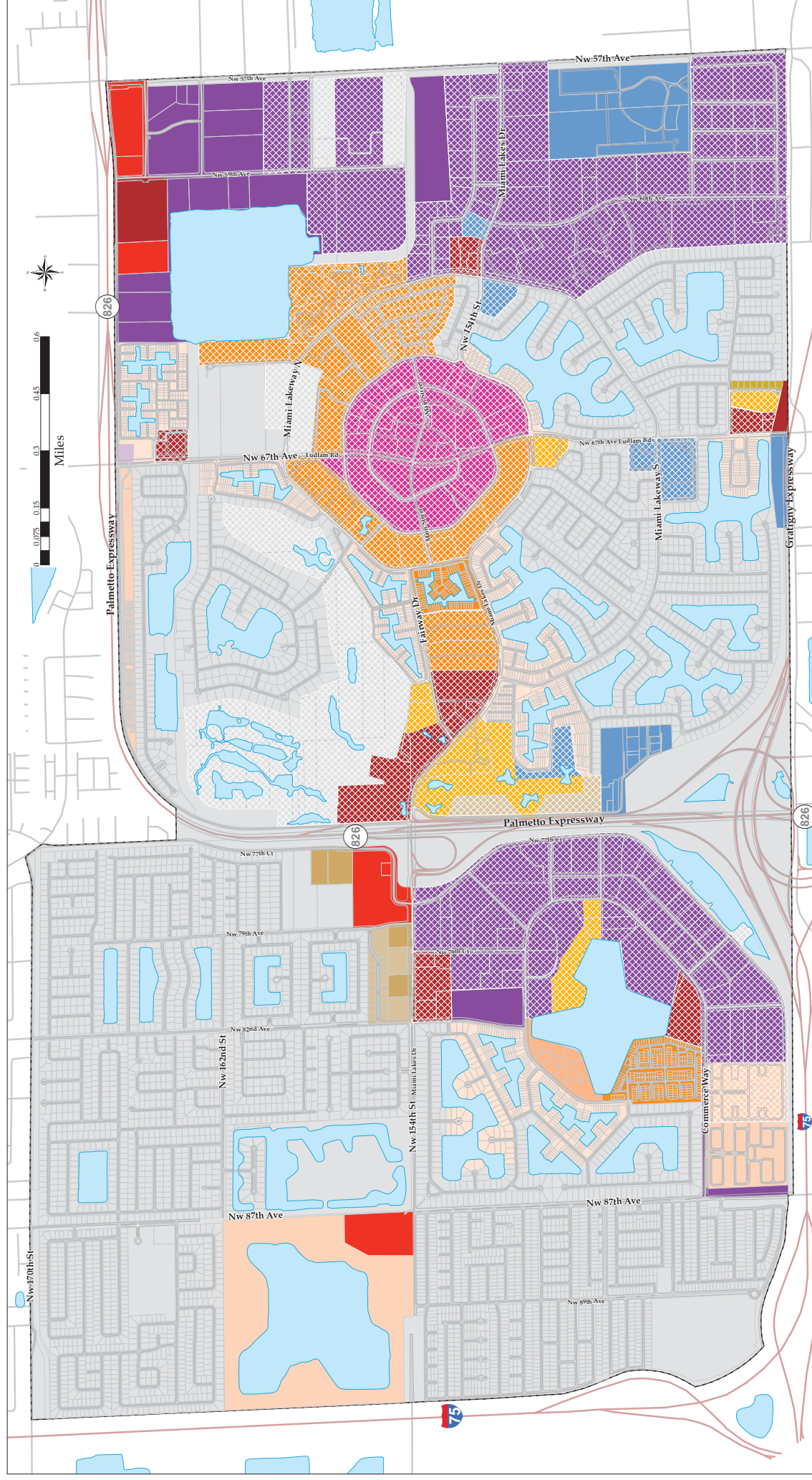
(c) Façade treatments and materials.

- (1) Building facades facing roadways and pedestrian corridors shall incorporate appropriate architectural elements consistent with the overall design concept and architectural style of the development.
- (2) These architectural elements must include fenestrations, recessed planes, cornice detailing, ornamentation, moldings, changes in materials, textures and colors, or other architectural sculpting that enhances the ground level and adds human scale and interest to the building's exterior. Large areas of flat, blank wall and lack of treatment are strongly discouraged.
- (3) Variation in color texture and materials shall be used to create visually engaging facades, to accentuate entrances, exits, windows, corners, level changes, and other architectural features and to differentiate between commercial and residential portions of mixed use buildings.
- (4) High quality and durable materials, such as stone, brick, and cementitious siding shall be used



- (5) Creative use of plaster and stucco finishes that add visual depth and texture is highly encouraged.
- (6) Creative and appropriate use of color is encouraged.
- (7) Variation in exterior treatment of adjacent buildings is encouraged.
- (8) Facade materials that vary in texture and type to accentuate entrances, exits, windows, corners, level changes, and other architectural features are highly desired and recommended.
  
- (d) *Windows and doors.* Windows and doors shall be defined with decorative details such as frames, sills, lintels, shutters, planters, relief trims, or moldings. Commercial and multifamily residential uses shall provide for a minimum of 25% fenestration on all facades.
  
- (e) *Building entrance and parking.*
  - (1) Main building entries should be emphasized through building articulation and form to allow easy identification from the street and parking lot, and provide for convenient access of pedestrians.
  - (2) Building entrances shall provide a safe pedestrian connection (sidewalks and paved crosswalks) to the adjoining public sidewalk or street and to the private parking area.
  - (4) Ground level understory parking shall be prohibited. Garage parking facilities are permitted, however all portions of the building fronting a street shall have a ground floor liner.
  
- (f) *Ancillary design regulations.*
  - (a) Mechanical equipment shall be either roof mounted and screened using architectural features such as parapets or gables or, at minimum screened with either landscaping or a wall. All wall mounted mechanic equipment must be painted to match the building and shall be placed on the side and/or rear of the building. Townhomes shall meet the provisions in this section.
  - (b) All downspouts shall be architecturally compatible with the building.
  - (c) Dumpster enclosures shall be architecturally compatible with the principal building, and must include an opaque gate.
  - (e) All electrical installations between the Florida Power and Light transformer and the service side of the metering device shall be installed underground. No overhead installation of electrical services shall be allowed in any district. Existing services/meter undergoing replacement or repairs shall comply with this requirement.
  - (f) The installation of centralized distribution is required for video and internet satellites, terrestrial antenna, cable TV provider, and wireless signal in new residential and commercial developments, as well as in restoration work comprising of more than 50 percent of the building value.
  - (g) All buildings and associated landscaping must be oriented and placed to minimize direct daily sunlight on walls and windows during the May-October period, and maximize solar exposure of the roof area year-round.
  
- (g) *Prohibited features.* Horizontal uninterrupted or continuous banding of windows, exterior access corridors along a building facade, and/or uninterrupted horizontal expression of floor slabs are prohibited.

(h) Review procedure and appeal. Staff shall perform an analysis for compliance with section 13-311, and the Town may employ the expertise of a design professional at the applicant's expense. Final decision authority shall be as prescribed by Article III for each application type. As provided at section 13-310, appeal of an Administrative or Board decision shall be to the Miami Lakes Town Council, and an appeal of a final decision of the Town Council shall be by writ of certiorari. All appeals must be filed within 30 days of the final development order.



# Town of Miami Lakes

## Properties affected by Design Standards Ordinance

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## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Alex Rey, Town Manager**  
**Subject: FPL Franchise Agreement**  
**Date: 1/16/2018**

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### **Recommendation:**

It is recommended that the Town adopts its own franchise agreement with Florida Power and Light (FPL) for a period of 30 years. Pursuant to our Charter, this agreement needs to be approved through an Ordinance. The effective date of this ordinance shall be when the Current Agreement between Miami Dade County and FPL terminates by the expiration of time, May 25, 2020 or on the effective date of a new franchise agreement between Miami-Dade County and FPL. The Town is expected to receive approximately \$1.2 million per year during the duration of this agreement.

### **Background:**

Miami-Dade County entered into a 30 year agreement with FPL for an electrical franchise agreement on May 25, 1990. Any municipalities that incorporated after the effective date of that agreement were prohibited from entering into their own franchise agreement until the expiration or renewal of that agreement. The Town of Miami Lakes was incorporated on December 5, 2000, and it is therefore one of those municipalities currently covered under this agreement. The County, thru an interlocal, has shared the revenues derived from within the Town of Miami Lakes boundaries with the Town. The County's agreement allows FPL to off-set property taxes paid from the 6% franchise fee charged, as a result, over the last ten years we have seen our revenues reduced from \$2,079,921 to \$1,200,000; while most of the agreements that FPL has with the various municipalities do not have this off-setting cost.

Over the last few months, staff initiated negotiations to have our own separate agreement with FPL, in expectation that the County will be renegotiating and executing a new agreement prior to the end of the term of their existing agreement.

Under this agreement the Town grants FPL the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") within the Town. Furthermore, the Town agrees not to engage in the distribution and/or sale, in competition with FPL, of electric capacity and/or electric energy to any retail customer or to any electrical distribution system established solely to serve any retail customer presently served by FPL within the Town's limits; and (b) not to participate in any proceeding or contractual arrangement which would be to obligate FPL to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail

customer's facility. Nothing in this agreement prohibits the Town to generate electric capacity and/or energy at any facility owned or leased by the Town for storage or utilization at that facility or other Town-owned or leased facilities or use renewable energy sources to generate electric capacity or sell electrical capacity to FPL.

This agreement provides for a reduced rate of 3.6% from the County's current rate of 6% of FPL's billed revenues (less actual write-offs) from the sale of electrical energy to residential, commercial and industrial customers within the Town. Additionally, the agreement provides for a monthly payment rather than an annual payment, which will make it easier to track our revenues and the Town's ability to periodically request a list of FPL customers within Town boundaries to ensure the Town is collecting the full franchise fee.

#### **ATTACHMENTS:**

Description

**Ordinance**

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF MIAMI LAKES, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Miami Lakes (the “Town”) recognizes that the Town and its citizens need and desire the continued benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Town does not desire to undertake to provide such services at this time; and

**WHEREAS**, Florida Power & Light Company is a public utility that has the demonstrated ability to supply such services; and

**WHEREAS**, there is currently in effect a franchise agreement between Miami-Dade County and Florida Power & Light Company, the terms of which are set forth in Miami-Dade County Ordinance 89-81, passed and adopted, which grants a thirty (30) year non-exclusive electric franchise to Florida Power & Light Company to utilize public rights of way throughout the unincorporated and incorporated areas of Miami-Dade County, Florida, in return for Florida Power & Light Company paying the County certain franchise fees, among other things as expressly provided herein (“Current Franchise Agreement”); and

**WHEREAS**, on July 10, 2007, the Town entered into an interlocal agreement with Miami-Dade County for payment to the Town of that portion of the franchise fees remitted by Florida Power & Light Company to the County for rights to utilize public rights of way located within the Town; and

**WHEREAS**, Florida Power & Light Company and the Town desire to enter into a new franchise agreement (“New Franchise Agreement”) providing for the payment of fees to the Town in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Town free of competition from the Town, pursuant to certain terms and conditions; and



**WHEREAS**, the Town Council deems it to be in the public interest to enter into this agreement addressing certain rights and responsibilities of the Parties as they relate to the use of the public rights-of-way within the Town's jurisdiction.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA:**

**Section 1. Incorporation of Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Grant of Electric Utility Franchise; Term of Franchise.** There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called "FPL"), for the period of thirty (30) years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Town of Miami Lakes, Florida, and its governmental successors by operation of law, if any, (hereinafter called the "Town"), in accordance with FPL's customary practices, and practices prescribed herein, with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of FPL's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Town and its successors, the inhabitants thereof, and persons beyond the limits thereof.

**Section 3. Facilities Requirements.**

- (a) FPL's facilities shall be installed, constructed, erected, located or relocated so as to not unreasonably interfere with the convenient, safe, continuous use or the maintenance, improvement, extension or expansion of any public "road" as defined under the Florida Transportation Code, nor unreasonably interfere with traffic over the public rights-of-way, nor unreasonably interfere with reasonable egress from and ingress to abutting property.
- (b) To minimize conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction, or erection of all facilities shall be made as representatives of the Town may prescribe in accordance with the Town's reasonable

rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (i) shall be for a valid municipal purpose; (ii) shall not prohibit the exercise of FPL's right to use said public rights-of-way for reasons other than unreasonable interference with traffic; (iii) shall not unreasonably interfere with FPL's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers; and (iv) shall not require the relocation of any of FPL's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of any such public "road," or unless such relocation is required by state or federal law.

- (c) Such rules and regulations shall recognize that FPL's above-grade facilities installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible.
- (d) When any portion of a public right-of-way is excavated, damaged, or impaired by FPL (or any of FPL's agents, contractors, or subcontractors) because of the installation, inspection, or repair of any of FPL's facilities, the portion of the public right-of-way so excavated, damaged, or impaired shall, within a reasonable time after such excavation, damage, or impairment, be restored by FPL at its expense to a condition at least equal to its original condition before such damage.
- (e) The Town shall not be liable to FPL for any cost or expense in connection with any relocation of FPL's facilities required under this New Franchise Agreement, except, however, FPL shall be entitled to reimbursement of its costs from others.
- (f) FPL shall comply with the Town's valid code and permit requirements and regulations, including those relating to rights-of-way. Except as expressly provided, nothing herein shall limit or alter the Town's existing rights with respect to the use or management of its rights-of-way. Any changes in law on utility easements shall not affect this New Franchise Agreement.



**Section 4. Indemnification of the Town.** The acceptance of this New Franchise Agreement shall be deemed an agreement on the part of FPL to the following: (a) that FPL will indemnify and save the Town harmless from any and all damages, claims, liability, losses and causes of action of any kind or nature arising out of an error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its facilities hereunder; and (b) that FPL will pay all damages, claims, liabilities and losses of any kind or nature whatsoever, in connection therewith, including the Town's attorney's fees and costs in the defense of any action in law or equity brought against the Town, including appellate fees and costs and fees and costs incurred to recover attorney's fees and costs from FPL, arising from the error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its facilities hereunder.

**Section 5. Rates, Rules and Regulations of FPL.** All rates and rules and regulations established by FPL from time to time shall be subject to such regulation as may be provided by law.

**Section 6(a). Franchise Fee; Calculation; Payment.** Notwithstanding any other provision in this New Franchise Agreement, as a consideration for this franchise, FPL shall pay to the Town, commencing ninety (90) days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Town against FPL's property, business or operations and those of its subsidiaries during FPL's monthly billing period ending sixty (60) days prior to each such payment will equal three and 1/6 (3.6%) percent of FPL's billed revenues (less actual write-offs) from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the Town's boundaries for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payments for the rights and privileges granted herein exceed 3.6 % of such revenues for any monthly billing period of FPL (except as expressly provided in this New Franchise Agreement). For purposes of this section, the term "write-offs" refers to uncollectable billed revenues from the sale of electrical energy to residential, commercial, and industrial customers within the Town's boundaries.

**Section 6(b).** The Town understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) Late Payment Charges; (f) Field Collection Charges; (g) other service charges.

**Section 6(c). Increased Benefits Clause.** If during the term of this New Franchise Agreement, FPL enters into a franchise agreement with any other municipality located in Miami-Dade County or Broward, County Florida, or with Miami-Dade County itself or with Broward County itself, each such municipality or county referred to herein as an "Other Governmental Entity," where the number of FPL's active electrical customers is equal to or less than the number of FPL's active electrical customers within the Town's boundaries, the terms of which provide for the payment of franchise fees by FPL at a rate greater than six (3.6%) percent of FPL's residential, commercial and industrial revenues (as such customers are defined by FPL's tariff), under the same terms and conditions as specified in Section 6(a) hereof, FPL, upon written request of the Town, shall negotiate and enter into a new franchise agreement with the Town in which the percentage to be used in calculating monthly payments under Section 6(a) hereof shall be no greater than that percentage which FPL has agreed to use as a basis for the calculation of payments to any such Other Governmental Entity, provided, however, that if the franchise with such Other Governmental Entity contains additional benefits given to FPL in exchange for the increased franchise rate, which such additional benefits are not contained in this New Franchise Agreement, such new franchise agreement shall include those additional or reasonably equivalent benefits to FPL.

Subject to all limitations, terms and conditions specified in the preceding sentence, the Town shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and FPL shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

**Section 7. Non-Competition by Town.** As a further consideration, during the term of this franchise or any extension thereof, the Town agrees: (a) not to engage in the distribution and/or sale,

in competition with FPL, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer presently served by FPL within the Town's limits; and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate FPL to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies). Nothing specified herein shall prohibit the Town from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act, as may be amended from time to time.

The Town may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned or leased by the Town for storage or utilization at that facility or other Town-owned or leased facilities as chosen by the Town, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Town facilities, including but not limited to, Government Center (a/k/a Town Hall), and (iii) sell electric capacity and/or energy to FPL or other wholesale purchasers in compliance with applicable tariffs, and/or federal or state laws, rules and regulations controlling such transactions. The term "retail customer," for purposes of this section shall not include the Town itself.

Nothing herein shall prohibit the Town, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have FPL transmit and/or distribute to any facility(ies) of the Town electric capacity and/or electric energy purchased by the Town from any other person; provided, however, that before the Town elects to purchase electric capacity and/or electric energy from any other person, the Town shall notify FPL. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Town's facilities to be served under the offer. FPL shall thereafter have 90 days to evaluate the offer and, if FPL offers rates, terms and conditions which are equal to or better than those offered by the other person, the Town shall be obligated to continue to purchase from FPL electric capacity and/or electric energy to serve the previously identified facilities of the Town for a term no shorter than that offered by the other person. If FPL does not agree to rates, terms and conditions which equal or better the other person's offer, all of the remaining terms and conditions of this franchise shall remain in effect.

**Section 8. Competitive Disadvantage; FPL's Rights.** If the Town grants a right, privilege or franchise to any other person to construct, operate or maintain electric light and power facilities

within any part of the Town's boundaries in which FPL may lawfully serve or compete on terms and conditions which FPL reasonably determines are more favorable than the terms and conditions contained herein, FPL may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. FPL shall give the Town at least one hundred eighty (180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the Town of such terms and conditions that it considers more favorable and the objective basis or bases of the claimed competitive disadvantage. The Town shall then have ninety (90) days in which to correct or otherwise remedy the terms and conditions complained of by FPL, and the Town and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL's claims during this 90-day period. If FPL reasonably determines that such terms or conditions are not remedied by the Town within said time period, and if no mutually acceptable resolution is reached by FPL and the Town through negotiation, FPL may terminate this franchise agreement by delivering written notice to the Town's Clerk, Town's Manager, and Town's Attorney, and termination shall be effective on the date of delivery of such notice. Nothing contained herein shall be construed as constraining the Town's rights to legally challenge at any time FPL's determination leading to termination under this Section.

**Section 9. Legislative or Regulatory Action.** If as a consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the Town's boundaries to a customer then being served by FPL, or to any new applicant for electric service within any part of the Town's boundaries in which FPL may lawfully serve, and FPL reasonably determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a material competitive disadvantage with respect to such other person, FPL may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied as provided hereafter. Such competitive disadvantage can be remedied by either of the following methods: (i) if the Town either cannot legally, or does not, charge a franchise fee to other electricity supplier(s), then the Town can remedy the disadvantage by reducing FPL's franchise fee rate to zero; or (ii) if the Town is able to charge, and does charge, such other electricity supplier(s) a franchise fee at a rate less than the 3.6% rate calculated as provided in Section 6 of this Agreement, then the Town can remedy the disadvantage by reducing FPL's franchise fee rate to the same rate, with the same applicability and calculation

methodology, as applies to such other electricity supplier(s). If the Town does not implement either of the foregoing solutions, FPL may terminate the Agreement, in accordance with the following process: FPL shall give the Town at least one hundred eighty (180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the Town of the consequences of such action which resulted in the competitive disadvantage and the objective basis or bases of the claimed competitive disadvantage, and the Town and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL's claimed disadvantage during this 180-day period. If such competitive disadvantage is, in the reasonable determination of FPL, not remedied by the Town within said time period, and if no mutually acceptable resolution of the matter is reached through negotiation, FPL may terminate this franchise agreement by delivering written notice to the Town's Clerk and termination shall take effect on the date of delivery of such notice. Nothing contained herein shall be construed as constraining the Town's rights to legally challenge at any time FPL's determination of competitive disadvantage leading to termination under this section.

**Section 10. FPL's Failure to Comply.** Failure on the part of FPL to comply in any material respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by FPL until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction within Miami-Dade County, Florida that FPL has failed to comply in a material respect with any of the provisions of this franchise, and FPL shall have six (6) months after such final determination to make good the default before a forfeiture shall result with the right of the Town at its discretion to grant such additional time to FPL for compliance as necessities in the case require.

**Section 11. Town's Failure to Comply.** Failure on the part of the Town to comply in material respect with any of the provisions of this ordinance, including, but not limited to: (a) denying FPL use of public rights-of-way for reasons other than as set forth in Section 3 of this New Franchise Agreement; (b) imposing conditions for use of public rights-of-way contrary to Federal or Florida law or the express terms and conditions of this franchise; (c) unreasonable delay in issuing FPL a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise. FPL shall notify the Town of any such breach in writing sent by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service, and the Town shall then remedy such breach within ninety (90) days and if it is not a breach that can be remedied

within ninety (90) days, then as soon as practicable. Should the breach not be timely remedied, FPL shall be entitled to seek a remedy available under law or equity from a court of competent jurisdiction, including the remedy of obtaining judicial relief that permits the withholding of franchise fees. The Parties recognize and agree that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of either party's delegated sovereign right of condemnation and that either party, in its sole discretion, may exercise such right.

**Section 12. Audit and Inspection.** The Town may, upon reasonable notice and within ninety (90) days after each anniversary date of this franchise, at the Town's expense, examine FPL's records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at FPL's office where such records are maintained. Records not prepared by FPL in the ordinary course of business or as required herein may be provided at the Town's expense and as the Town and FPL may agree in writing. Information identifying FPL's customers by name or their electric consumption shall not be taken from FPL's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Town, shall be reported to FPL. The Town's examination of the records of FPL in accordance with this Section shall not be conducted by any third party employed or retained by the Town whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. At the Town's request no more than once annually, FPL will provide to the Town an electronic version of a billing list of all FPL customer addresses within the incorporated areas of the Town.

If audit findings reflect an error in payments due to the Town, then FPL shall pay the entire cost of the audit.

The Town will respect FPL's confidential documents. The Town will be given access to confidential documents while on FPL premises, but shall not remove those confidential documents from FPL premises unless expressly authorized to do so by FPL. Information relative to this audit and likely to be deemed confidential by FPL includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives FPL an opportunity to gain an advantage over its competitors.

**Section 13. Severability.** The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction (after the expiration of all rights of appeal), such finding or adjudication shall not affect the validity of the remaining provisions for a period of

ninety (90) days, during which, the Parties will negotiate in good faith to amend this New Franchise Agreement so as to restore to the maximum extent permissible, the original economic bargain embodied in this ordinance. If an agreement to amend the ordinance is not reached at the end of such ninety (90) day period, this entire ordinance shall become null and void and of no further force or effect.

**Section 14.** Town acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the FPL herein, and accepted by the FPL as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the FPL as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida, and as adopted by the Town on July 10, 2007 in an interlocal agreement with Miami-Dade County ("Existing Agreement"). The Town agrees to indemnify and hold FPL harmless against any and all liability, loss, cost, damage and expense incurred by FPL in respect to any claim asserted by Miami-Dade County against FPL arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by FPL to Town under the terms of this New Franchise Agreement. FPL acknowledges and the Town hereby relies on then Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

**Section 15. Definitions.** As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

**Section 16. Repeal.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed.

**Section 17. Effective Date.** As a condition precedent to the taking effect of this ordinance, FPL shall file its acceptance hereof with the Town's Clerk within thirty (30) days of adoption of this ordinance. The effective date of this ordinance shall be when the Current Agreement terminates by the expiration of time or on the effective date of a new franchise agreement between Miami-Dade County and FPL.

**Section 18. Pre-Suit Dispute Resolution.** The Parties to this franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree that they will meet at the senior management level in an attempt to resolve any disputes within thirty (30) days of notification of the dispute.

**Section 19. Governing Laws.** This New Franchise Agreement shall be governed and construed by the applicable laws of the Federal Government, State of Florida, Miami-Dade County, and the Codes and Ordinances of the Town of Miami Lakes.

**Section 20. Venue.** In the event that any legal proceeding is brought to enforce the terms of this franchise, it shall be brought by either party hereto in Miami-Dade County, Florida, or, if a federal claim, in the U.S. District Court in and for the Southern District of Florida, Miami Division.

**Section 21. Entire Agreement.** This New Franchise Agreement is intended to constitute the sole and entire agreement between the Town and FPL with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect, and this agreement supersedes all prior drafts and verbal or written agreements, commitments, or understandings, which shall not be used to vary or contradict the expressed terms herein. Both parties have been represented by counsel of their choosing with regard to this agreement.

**Section 22. Modification.** It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Notwithstanding, modifications to rate may be changed via Resolution by the Town Council so long as the proposed rate does not fall below 3.6% and does not exceed 6%.

**Section 23. Notice.** Except in exigent circumstances, and except as may otherwise be specifically provided for in this franchise, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder. All notices shall be addressed as follows:

To the Town:

Town Manager  
Town Hall  
6601 Main Street  
Miami Lakes, FL 33014

To FPL:

Vice President, External Affairs  
700 Universe Boulevard  
Juno Beach, FL 33408



Copy to:

Town Attorney  
8105 NW 155 Street  
Miami Lakes, FL 33016

Copy to:

General Counsel  
700 Universe Boulevard  
Juno Beach, FL 33408

Any changes to the above shall be in writing and provided to the other party as soon as practicable.

**Section 24. Compliance with Federal, State and Local Laws.** The Town and FPL agree to comply with and observe all applicable Federal, State and valid and non-preempted local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

**Section 25. Nondiscrimination.** FPL represents and warrants to the Town that FPL does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with FPL's performance under this Franchise on account of race, color, sex, religion, age, handicap, marital status or national origin. FPL further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this franchise.

**Section 26. Approval of Agreement.** Execution of this agreement by the Town Manager, the Town Attorney, and the Town Clerk, shall constitute evidence of its approval after public hearing by the Town Council.

**Section 27. Attorney's Fees and Costs.** In the event either the Town or FPL must initiate litigation to enforce this New Franchise Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**FIRST READING**

The foregoing ordinance was moved for adoption on first reading by Councilmember \_\_\_\_\_ . The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**SECOND READING**

The foregoing ordinance was moved for adoption on second reading by Councilmember \_\_\_\_\_ . The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Manny Cid  
MAYOR

Attest:

\_\_\_\_\_  
Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Mayoral Compensation  
**Date:** 1/16/2018

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### **Recommendation:**

It is recommended that the Town Council approves a modification to the Ordinance establishing the Mayor's compensation to allow the salary to grow annually commensurate with the Consumer Price Index for Miami-Fort Lauderdale, which is used to adjust our Councilmember's reimbursements annually. This year we used the August 2017 published index of 2.3% since it's the closest to our fiscal year ended September 30th, 2017. Therefore, based on the Mayor's annual salary of \$18,000, the increase for the current year will be \$414.00 and thereby increasing the total compensation for FY 2018 to \$18,414.00. The increase for the current year will be approximately \$1.13 per day.

### **Background:**

Section 2.6 (b) of the Town Charter establishes that the Council by ordinance established a salary for the Mayor. In June 2001, the Council adopted an ordinance (ord. 2001-06) establishing the compensation for the Mayor at \$18,000 per year, however the ordinance did not provide for a mechanism for the salary to be adjusted for the cost of living.

At the November 2017 Council meeting, we discussed adjusting the salary for the Mayor and direction was provided to bring an amendment to the ordinance that will allow for the salary to be increase annually by the Consumer Price Index. It is recommended that the Town Council approves a modification to the Ordinance establishing the Mayor's compensation to allow the salary to grow annually commensurate with the Consumer Price Index from this point forward.

### **ATTACHMENTS:**

Description

Ordinance

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES,  
FLORIDA, AMENDING SECTION 2.52 OF THE CODE  
TITLED SALARY AND BENEFITS OF MAYOR;  
PROVIDING FOR SEVERABILITY; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 2.6 of the Town Charter the Town Council of the Town of Miami Lakes ("Town") may establish a salary for the Town Mayor; and

**WHEREAS**, in June 2001, the Town Council adopted Ordinance 2001-06 establishing a salary for the Town Mayor at \$18,000.00 per year; and

**WHEREAS**, said Ordinance failed to provide a mechanism to allow for annual adjustments; and

**WHEREAS**, during the November 2017 Town Council Meeting, the Town Council approved an amendment to the 2001-06 Ordinance allowing the Mayor's salary to grow annually commensurate with the Consumer Price Index; and

**WHEREAS**, the Town Council believes it is in the best interest of the Town to adopt a modification to Ordinance 2001-06.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF  
THE TOWN OF MIAMI LAKES AS FOLLOWS:**

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

**Section 2. Approval.** The Town Council hereby adopts the amendment to the Town Code as provided at Exhibit "A" and as incorporated herein.

**Section 3. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

**Section 6. Effective date.** This Ordinance shall become effective immediately upon adoption.

**FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid \_\_\_\_\_

Vice Mayor Nelson Rodriguez \_\_\_\_\_

Councilmember Luis Collazo \_\_\_\_\_

Councilmember Tim Daubert \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Frank Mingo \_\_\_\_\_

Councilmember Marilyn Ruano \_\_\_\_\_

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**SECOND READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid \_\_\_\_\_

Vice Mayor Frank Mingo \_\_\_\_\_

Councilmember Luis Collazo \_\_\_\_\_

Councilmember Tim Daubert \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Nelson Rodriguez \_\_\_\_\_

Councilmember Marilyn Ruano \_\_\_\_\_

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inguanzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney



## **EXHIBIT “A”**

### **SECTION 2.52 Salary and Benefits of Mayor**

The Town Mayor shall receive the following:

1. The sum of \$18,000.00 annually payable bi-weekly. An annual increase, commensurate with the U.S. Department of Labor, Consumer Price Index for Miami Ft. Lauderdale will be made on an annual basis effective December 2017.
2. A monthly car allowance in the amount of \$600.00.
3. Individual medical insurance at no cost to the Mayor from the same health insurance plan available to Town employees.
4. The Mayor may purchase dependent medical insurance coverage at the Mayor's own expense from the health insurance plan available to Town employees.



## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Councilmembers  
**From:** Raul Gastesi, Town Attorney  
**Subject:** Special Election  
**Date:** 1/16/2018

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### **Recommendation:**

It is recommended that the Town Council approve and amendment to Section 10-21 of the Town of Miami Lakes Code in order to provide uniformity in our Code and provide sufficient notice for Town elections.

### **Background:**

Section 10-21, of the Town of Miami Lake Code of Ordinances provides that when a vacancy on the Town Council is to be filled by a special election, the qualifying period shall commence on the **first** Monday after the Town Council schedules the special election. Section 100.141 of the Florida Statutes provides that Notice of the Special Election to fill any vacancy in office shall be published two times, at least **10 days prior to** the first day set for qualifying for office.

Evidently, the public policy behind section 100.141 is to ensure that sufficient notice is provided to potential candidates of the scheduling of a Special Election and Qualifying Periods. It would seem that our current Code does not provide sufficient notice and contrary to Florida Law. In order to provide uniformity within our code and compliance with Florida Law, the amended ordinance will set qualifying dates for Special Election to coincide with qualifying dates for General Elections as set forth in Section 10-20 of the Town's Code. Namely, qualifying for a Special Election will occur on the last Monday of July and run for seven business days. If, however, the time between the scheduling of a Special Election and Qualifying Period is less than 10 days, qualifying shall begin the following Monday after the expiration of a 10 day period following the scheduling of a Special Election. Also, the amended ordinance provides for flexibility in the event that Miami-Dade County Department of Elections is unwilling or unable to schedule an election in light of our qualifying dates. Finally, in all instances, the Town will publish a notice of special election twice in a news paper of general circulation.

### **ATTACHMENTS:**

Description

Ordinance

**ORDINANCE NO. 18 - \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA,  
RELATING TO ELECTIONS; AMENDING SECTION 10-21 OF THE  
CODE OF THE TOWN OF MIAMI LAKES TO PROVIDE NEW  
QUALIFYING DATES FOR TOWN ELECTIONS; PROVIDING FOR  
INCORPORATION OF RECITALS; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR  
INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE  
DATE**

**WHEREAS**, the Town of Miami Lakes Town Charter, Section 2.4, Qualifications, provides that qualifying dates shall be established in such manner as may be prescribed by Ordinance; and

**WHEREAS**, Florida Statute §101.141(3) requires that special notice in a newspaper of general circulation be published twice and at least ten (10) days prior to the first day of Qualifying; and

**WHEREAS**, Section 10-21 of the Code of Ordinances of the Town of Miami Lakes is seemingly in conflict with Florida Law by prescribing the qualification period for a special election to take place the subsequent Monday after a special election is scheduled by the Town Council;

**WHEREAS**, this Ordinance will amend Section 10-21 of the Code of Ordinances of the Town of Miami Lakes i so as to avoid any potential conflict with Florida Law and provide uniformity in the Code.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF  
THE TOWN OF MIAMI LAKES AS FOLLOWS:**

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

**Section 2. Approval.** The Town Council hereby adopts the amendment to the Town Code as provided at Exhibit "A" and as incorporated herein.

**Section 3. Repeal of Conflicting Provisions.** All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

**Section 4. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Inclusion in the Town Code.** It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the

Town Code.

**Section 6. Effective date.** This Ordinance shall become effective immediately upon adoption.

### **FIRST READING**

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

## SECOND READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Manny Cid  
Mayor

Attest:

\_\_\_\_\_  
Gina M. Inganzo  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
Town Attorney

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.

## EXHIBIT “A”

### Section 10.21

#### SPECIAL ELECTIONS

- a. In circumstances in which a vacancy on the Town Council is to be filled by special election, all candidates who meet the criteria set forth in Section 2.4 of the Town Charter seeking election to the office of Mayor or Councilmember of the Town of Miami Lakes shall qualify~~the qualifying period shall commence on the first Monday after the Town Council schedules a special election and shall consist of a period of five consecutive days commencing on a Monday at noon and terminating on a Friday at noon. Notwithstanding this provision, in the event that any of the qualifying dates for a special election falls on a legal holiday or day that Town Hall is otherwise closed for reasons out of the control of Town staff, the qualifying period shall be extended for one additional business day for each day of the qualifying period that Town Hall is closed. in the same manner set forth in Section 10-20 unless one of the following occurs:~~
  1. The time between the scheduling of the special election and the date prescribed in Section 10-20 is less than ten (10) consecutive days; or
  2. Miami-Dade County Department of Elections is unwilling or unable to adhere to the dates prescribed in Section 10-20
- b. If the time between the scheduling of the special election and the date prescribed in Section 10-20 is less than ten (10) consecutive days, then all candidates who meet the criteria set forth in Section 2.4 of the Town Charter seeking election to the office of Mayor or Councilmember of the Town of Miami Lakes shall qualify no sooner than noon of the first Monday, following the tenth (10<sup>th</sup>) consecutive day after the scheduling of the Special Election, and no later than noon on the seventh (7<sup>th</sup>) business day thereafter. In the event that Town Hall is closed for any reason on the last day of qualifying, the qualifying period shall be extended until noon of the next business day.
- c. In the event that the Miami-Dade County Elections Department expresses in writing its inability to schedule an election, the Town Council in its sole discretion may select an alternate qualifying period, so long as the period selected commences no sooner than ten (10) consecutive days after the scheduling of the Special Election.
- d. Prior to the commencement of the qualifying period, the Clerk shall publish at least twice, a notice of the Special Election, in a newspaper of general circulation.

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.

Omitted portions of this ordinance are shown as “\* \* \*”.



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Alex Rey, Town Manager**  
**Subject: Authority to Amend and Award Work Order Under Contract 2016-28LP for Construction of Generator Enclosure**  
**Date: 1/16/2018**

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### **Recommendation:**

It is recommended that the Town Council authorize a waiver of the competitive solicitation process under Section 5(d) of Ordinance 17-203 and authorize the Town Manager to execute a contract with La Perla Contractors, Inc. ("La Perla") in an amount not to exceed \$210,000.00 for the construction of an enclosure to house the Government Center's emergency generator ("Generator Enclosure"). This amount includes La Perla's quoted price of \$190,200 and a contingency amount of \$19,800, approximately 10%, for unforeseen circumstances. The required budget revision will be included in the Carry Forward Budget Amendment presented for second reading at the February 6, 2018 Regular Council Meeting. Funding will be available from Public Safety Impact Fee funds.

### **Background:**

On June 7, 2016, the Town Council authorized the purchase of an emergency generator through a National Joint Powers Alliance ("NJPA") contract with Pantropic Power. Recently, Town staff has issued the PO to Pantropic Power to initiate the fabrication of the generator. The generator was purchased for a total of \$72,085. The fabrication process should be complete in three to four months or by March of 2018. However, before the unit can be installed, the Town must construct a room enclosure to house the unit.

The Town issued Invitation to Bid ("ITB") 2018-05 for the construction of the Enclosure for the Government Center Generator on November 27, 2017. To qualify for award, Prospective Bidders had to (1) possess a minimum of five years of experience constructing similar buildings for municipal or commercial entities; (2) provide verifiable client references demonstrating completion of at least three projects of similar size, scope, and complexity with a project value of over \$125,000; (3) possess a current State of Florida Certified General Contractor or Certified Building Contractor license; and (4) be able to utilize the U.S. Department of Homeland Security's E-Verify System.

On the Bid Opening date, December 22, 2017, we received two bids from the following Bidders:

1. Bejar Construction, Inc. ("Bejar") - \$254,882.00
2. Graham Contracting, LLC ("Graham") - \$341,100.00

Bejar was the lowest responsive and responsible Bidder for this ITB. No significant issues were revealed in Procurement's due diligence review, however, Bejar's bid of \$254,882 was \$44,738 over the estimated cost to

construct the Generator Enclosure. Basulto & Associates, Inc. ("Basulto"), the consulting engineering firm, provided an estimate on June 1, 2017, which estimated the total cost of the enclosure to be \$210,144. Including the cost of the generator, design, which was \$3,750, and a 10% contingency, the total project cost would be \$306,993.40. Currently, the Town has \$138,750 budgeted in the Capital Projects Fund, therefore, a contract award pursuant to this ITB is not recommended as it would require a budget transfer of \$168,243.40. Instead, Procurement's recommendation is to utilize one of our current contractors, La Perla, to construct the enclosure. La Perla is a licensed General Contractor capable of performing the work and is already contracted with the Town to perform similar services for small scale projects. La Perla has provided the Town with an informal bid for the construction of the enclosure for a total amount of \$190,200. La Perla has agreed to construct and oversee subcontractors that will provide the electrical and mechanical trade work that is required for the Generator Enclosure. This brings the total cost of the enclosure to \$190,200, which is \$19,944 under the engineer's estimate. Including the cost of the generator, design, and a 10% contingency, the total project cost would be \$285,835, which would require a budget transfer of \$147,085. Awarding a contract to La Perla for the construction of the Generator Enclosure is the recommended approach as it saves the Town approximately \$20,000.

Based on the above stated reasons, it is recommended that the Town Council authorize a waiver of the competitive solicitation process and to authorize the Town Manager to execute a contract with La Perla in an amount not to exceed \$210,000.00 for the construction of the Generator Enclosure.

#### **ATTACHMENTS:**

Description

Resolution



**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, WAIVING THE COMPETITIVE PROCUREMENT PROCEDURES UNDER SECTION 5(D) OF ORDINANCE 17-203; AWARDING CONTRACT 2018-05 FOR THE CONSTRUCTION OF THE GOVERNMENT CENTER EMERGENCY GENERATOR ENCLOSURE TO LA PERLA CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED \$210,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 5(d) of Ordinance 17-203 (“Town’s Procurement Ordinance”) provides that the Town Manager may request authorization from the Town Council to waive the requirements of Section 5 of the Town’s Procurement Ordinance; and

**WHEREAS**, where the Town Manager has made a written recommendation that it is not practical to comply with requirements of Section 5 of the Town’s Procurement Ordinance; and

**WHEREAS**, on June 7, 2016, the Town Council authorized the purchase of an emergency generator through a National Joint Powers Alliance (“NJPA”) contract with Pantropic Power; and

**WHEREAS**, the fabrication of the generator is anticipated to be completed within three to four months, however, the generator requires the construction of a room enclosure to house the unit before it can be installed; and

**WHEREAS**, on November 27, 2017, the Town of Miami Lakes (“Town”) issued Invitation to Bid (“ITB”) No. 2018-05 for the construction of the Enclosure for the Government Center Generator; and

**WHEREAS**, on the date of the bid opening, the Town received two bids from Bejar Construction, Inc. (“Bejar”) and Graham Contracting, LLC; and

**WHEREAS**, the lowest Bid, submitted by Bejar Construction, Inc., was \$254,882.00, which was \$44,738.00 over the engineer’s estimate; and

**WHEREAS**, La Perla Contractors, Inc. (“La Perla”) is a licensed General Contractor capable of performing the work and has already contracted with the Town to perform similar services for small-scale projects; and

**WHEREAS**, La Perla has provided the Town with an informal bid of \$190,200.00 to construct the generator enclosure, which was \$19,444.00 under the engineer’s estimate; and

**WHEREAS**, the Town Manager requests the waiver of competitive procurement procedures under Section 5(d) of Ordinance 17-203, and the authorization to execute a contract with La Perla in an amount not to exceed \$210,000.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

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

**Section 2.**     **Waiver of Competitive Bidding.** The Town Council hereby waives competitive bidding procedures pursuant to Section 5(d) of the Town’s Procurement Ordinance.

**Section 3.**     **Approval of the Contract.**     The Town Council hereby approves the award of a contract to La Perla Contractors, Inc. for the construction of the generator enclosure in an amount not to exceed \$210,000.00.

**Section 3.**     **Authorization of Town Officials.**     The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with La Perla Contractors, Inc. for the construction of the generator enclosure.

**Section 4.**     **Authorization of Fund Expenditure.**     The Town Manager is authorized to expend budgeted funds in an amount not to exceed \$210,000.00 to implement the terms and conditions of this Resolution and the contract with La Perla Contractors, Inc.

**Section 5.**     **Execution of the Contract.**     The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit "A," with La Perla Contractors, Inc., and to execute any required agreements and/or documents to implement the terms and conditions of the Contract, subject to approval as to form and legality by the Town Attorney.

**Section 6.**     **Effective Date.**     This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

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Manny Cid  
MAYOR

Attest:

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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# **EXHIBIT A**

Contract 2018-05  
between the  
Town of Miami Lakes  
and  
**La Perla Contractors, Inc.**  
for  
The Construction of the  
Government Center Generator Enclosure

# **Construction of the Government Center Emergency Generator Enclosure**

**Contract No. 2018-05**



## **The Town of Miami Lakes Council:**

**Mayor Manny Cid**  
**Vice Mayor Frank Mingo**  
**Councilmember Luis Collazo**  
**Councilmember Ceasar Mestre**  
**Councilmember Nelson Hernandez**  
**Councilmember Marilyn Ruano**  
**Councilmember Timothy Daubert**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

## **SECTION 1**

### **TERMS AND CONDITIONS**

#### **1.1 DEFINITION OF TERMS**

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

**Contract** means the documents that have been executed by the Contractor and the Town subsequent to approval of award by the Town.

**Contract Documents** means the Contract as may be amended from time to time, to include but not be limited to clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

**Contractor** means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

**Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

**Days** mean calendar days unless otherwise specifically stated in the Contract Documents.

**Emergency Work** means Work identified by the Town that requires the Contractor to respond with Personnel within sixty (60) minutes of notification by the Project Manager(s).

**Personnel** means a person(s) assigned by the Contractor to complete the Work under assigned under the Contract, including all tools, equipment and means of transportation necessary to perform the Work.

**Materials** mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

**Premium Time** means any time outside of Regular Hours during which Contractor shall be paid at 1.5 times the hourly rate stated in the Bid Form.

**Project Manager** means the individual(s) assigned by the Town Manager to manage the Work assigned and performed under the Contract.

**Regular Hours** means the hours specified in Article 1.48 during which the Contractor shall be paid.

**Services** mean the Scope of Work and all of the tasks required by the Contract Documents.

**Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

**Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

**Work or Task** means work or tasks to be completed as issued under the Contract.

**Work Order** means a document issued by the Town awarding a specific Project to a Contractor.

## **1.2 INTENTION OF THE TOWN**

It is the intent of the Town to describe herein the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

## **1.3 TIME IS OF THE ESSENCE**

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

Dates and time periods set forth in any Work Order issued under the Contract for the commencement and completion of Work is included because of its importance to the Town.

## **1.4 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

Thomas Fossler  
Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

For Contractor:

Osmar Reguera  
La Perla Contractors, Inc.

During the Work the Contractor shall maintain continuing communications with designated Town representative(s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

## **1.5 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 the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

- Revisions and Change Orders to the Contract shall govern over the Contract.
- The Contract Documents shall govern over the Contract.



- Terms and Conditions in the Contract will govern over terms and conditions stated on the plans or in the specifications.

## **1.6 INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Contract. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

## **1.7 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. **Worker's Compensation and Employer's Liability Insurance:** For all employees of the Contractor as required by Florida Statute 440
- b. **Employer's Liability:** Limit for each bodily injury by an accident shall be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. **Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must

be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

**d. Commercial General Liability ("CGL").** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

**e. Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically cite this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

**f. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town shall be named as additional insured under the CGL and business automobile insurance. Town shall be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order/work order is contingent upon receipt and maintaining of the required insurance documents. Failure to comply may result in the rescission of the award.

The Contractor is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default.

## **1.8 GENERAL REQUIREMENTS**

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to replace any of the Contractor's personnel assigned to a Task(s) if so requested by the Project Manager, should the Project Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Project Manager and coordinate its respective Work efforts to most effectively and efficiently performance of the Work.

## **1.9 RULES AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to provision of the Services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

## **1.10 SITE INVESTIGATION AND REPRESENTATION**

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the Work. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Project Manager.

## **1.11 METHOD OF PERFORMING THE WORK**

The Contractor shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed shall be subject to the approval of the Project Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of Town services without the prior written approval of the Project Manager.

The Contractor shall protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor shall be responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, irrigation, walks, drives, structures or utilities). Contractor shall be

responsible for documentation including photos of the work site before and after the authorized services/work is conducted to verify property's pre-existing and post-existing condition.

#### **1.12 COORDINATION OF THE WORK**

Operations and events/programs may be ongoing at locations where Work will be performed. The Contractor shall coordinate the Work with the Project Manager to minimize any potential adverse impacts.

#### **1.13 SAFETY PRECAUTIONS**

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Any fines levied by the above mentioned authorities for failure to comply shall be the sole responsibility of the Contractor.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, NIOSH, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall provide such equipment as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the performance of the Work. Contractor shall immediately report to the Project Manager every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide a complete set of Material Safety Data Sheets (MSDS) to the Project Manager prior to initial product utilization. This information must be provided prior to the use of any such materials, or supplies.

For additional information on the Federal Right to Know Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

#### **1.14 LABOR, MATERIALS, AND EQUIPMENT**

Unless otherwise directed by the Project Manager, Contractor shall provide labor, tools, equipment, means of transportation, and any other non-consumable articles necessary for the proper execution and completion of the Work. The Town may supply all consumable materials to be used in the performance of services; however the Town reserves the right to access materials and equipment through the Contractor using the pre-determined percentage mark-up.

In addition to materials required to complete the Work, the Town may also provide equipment such as an electronic tablet or other device to be utilized by the Contractor. The Contractor shall ensure that the device is kept in good working condition and will be responsible for paying for repairs or replacement costs if the device is damaged, lost or stolen while checked out by the Contractor.

The Town may rent specialty equipment including bucket trucks, hi-lifts, and scaffolding and similar items; however the Town reserves the right to access equipment through the Contractor using the pre-determined percentage mark-up.

At the Project Manager's direction, Contractor shall be responsible for pick up and drop off of rental equipment as applicable.

#### **1.15 PROJECT SUPERVISION**

Contractor shall be responsible for all supervision of the Work to ensure that the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor shall meet as often as deemed necessary by the Project Manager, before, during, or after the performance of the Work to review the Work and resolve any outstanding issues.

#### **1.16 SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract, unless approved by the Town Manager.

#### **1.17 AUTHORITY OF THE PROJECT MANAGER(S)**

The Town Manager hereby authorizes the Project Manager(s) to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or Project Manager.

The Project Manager may dictate means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Contract Documents.

The Project Manager or designee shall inspect the Work and has the authority to reject Work that does not conform to the Contract Documents.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work. The Project Manager will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Work.

### **1.18 DEFECTIVE OR NON-COMPLIANT WORK**

Contractor shall promptly either correct all rejected Work or remove such rejected Work and replace it with compliant Work. Contractor shall bear all direct, and indirect costs of such removal or corrections.

Should Contractor fail or refuse to remove or correct rejected Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager or designee, the Project Manager or designee shall have the authority to cause the rejected Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

### **1.19 TAXES**

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent State Statutes involving state taxes and complying with all requirements.

### **1.20 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ under the Contract any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

The Town may request that a Contractor's employee be removed for accepting gratuities.

### **1.22 CLAIMS**

Any claim shall be made by written notice by Contractor to the Town representatives identified in Article 1.4 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

### **1.23 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 1.4, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.4, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

#### **1.24 CONTINUING THE WORK**

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

#### **1.25 FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

#### **1.26 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.28, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

#### **1.28 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Park site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor shall, Stop all Work on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **1.29 CONTRACTOR'S RIGHT TO TERMINATE**

The Contractor will have the right to terminate this Agreement, in writing, within thirty (30) days from the date of the Town's receipt of a written statement from Contractor.



### **1.30 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **1.32 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract.

### **1.33 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: Worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit. The employee(s) of the Contractor shall be considered at all time its employee(s) and not employee(s) or agent(s) of the Town or any of its departments.

### **1.34 THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

### **1.35 ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder.

Any transference without Town approval shall be cause for the Town to terminate this Contract.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

### **1.36 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

### **1.37 DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

### **1.38 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of Town funds.

### **1.39 ACCESS TO AND REVIEW OF RECORDS**

Town shall have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

### **1.41 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

### **1.42 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract shall be enforceable under Florida law, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

### **1.43 ATTORNEY'S FEES AND COSTS**

Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

### **1.44 NON-EXCLUSIVE CONTRACT**

The Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services enumerated herein, or any portion thereof, as it sees fit, including but not limited to: Award of other contracts, use of another contractor, or perform the Work with its own employees.

### **1.45 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the Court becomes final.

### **1.46 CONTRACT DOCUMENTS CONTAINS ALL TERMS**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the

subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### **1.47 ENTIRE AGREEMENT**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

#### **1.48 COMPENSATION AND WORK HOURS**

The Contractor shall provide pre-approved Personnel on an as needed basis at the direction of the Project Manager or designee. A Work Order will define appropriate scope tier in accordance with Attachment "A". Contractor shall be paid for actual work performed unless otherwise stipulated in Work Order. Town will pay at least four (4) times the hourly rate.

For the purposes of this agreement, the Town's business hours are 8:30 am until 5:00 pm, Monday through Friday. Special Town events may be held on Saturdays between the hours of 8:00 am until 5:00 pm. Overtime rates shall apply to any work commenced outside of aforementioned hours or on Sunday. The maximum overtime rate the Contractor may charge is 1.5 times the regular hourly rate. No overtime rates are permitted on equipment. All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing.

The Town reserves the right to request Contractor's Price Proposal for minor Town-owned projects. The Price Proposal submitted by the Contractor shall establish the time to perform a Work Order.

#### **1.50 CONTRACT TERM**

This Agreement shall be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew (OTR) the Contract for two (2) additional twelve (12) month periods. Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

#### **1.51 PRICE ADJUSTMENTS DURING THE CONTRACT**

Contractor's price(s) shall remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI) calculated by the U.S. Department of Labor as applied to the County of Miami-Dade using the Consumer Price Index, Miami, All Urban Consumers figures provided for the period ending December 31 and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor not later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of the new Contract year. Retroactive increases shall not be permitted.

#### **1.52 INVOICES**

Contractor shall provide the Town with an invoice every thirty (30) days. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number

- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Applicable hourly rate(s)
- Extension amount(s)
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Town reserves the right to withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Defective/Rejected Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- Failure of Contractor to provide any and all documents required by the Contract Documents.
- Any amount of any claim by a third party;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings. Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

#### **1.54 UNIFORMS**

All Contractor employees shall wear a distinctive, neat, and freshly laundered uniform shirt as provided by the Town. The Project Manager may request removal of any employee not properly uniformed. Uniform, including shoes, color and design, must be approved by the Project Manager.

Appropriate protective clothing, shoes and other safety equipment must be worn as required by the Project Manager.

#### **1.55 VEHICLE IDENTIFICATION**

The Town shall issue a vehicle identification magnet with the Town's logo to Contractor on a daily check-out basis. All vehicles used in the performance of Contractor's work/services shall be identified accordingly. Under no circumstances shall the Contractor display the magnet when not performing pre-authorized services for the Town.

#### **1.56 SCAVENGING**

Scavenging by any of the Contractor's personnel is prohibited and the Project Manager may require removal any employee who scavenges from performing any further Work.

#### **1.57 WARRANTY**

Contractor shall warrant its work for ninety (90) days from date of completion. Where equipment is installed the manufacturer's warranty shall be provided to the Town.

**SECTION 2**  
**SPECIAL TERMS & CONDITIONS**

**2.1 SCOPE OF WORK**

The scope of work under this project includes, but is not limited to, earthwork, structure excavation and backfill, construction of a concrete foundation, concrete masonry walls, roof, landscape, and receipt and installation of backup generator, and other appurtenances required for a complete installation of the emergency generator enclosure per the approved project plans, attached hereto as Exhibit A, and any applicable codes and local regulations that may apply. The Contractor must comply with all NPDES requirements to reduce storm water runoff by implementing applicable BMPs. All work performed under this section shall be included in the lump sum price bid for the Emergency Generator Enclosure, and shall include full compensation for furnishing all labor, materials, tools, and equipment for doing all work involved.

The Emergency Generator will be delivered by the manufacturer to the Miami Lakes Town Hall facility. The contractor is responsible for coordinating the delivery, unloading, rigging, storage, and installation inside the enclosure. Additional specifications and details on the scope of work can be found in this Section, Special Terms & Conditions.

**2.2 CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s).

**2.3 TIME FOR PERFORMANCE**

The Contractor shall obtain Substantial Completion of the Work within seventy-five (75) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within fifteen (15) Days after obtaining Substantial Completion.

**2.4 INSPECTION OF THE WORK**

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

## **2.5 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

## **2.6 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA**

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

## **2.7 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION**

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2<sup>nd</sup>) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submit a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms.

Conditional Release of Liens are not accepted by the Town.

## **2.8 COMPENSATION**

Contractor can submit an invoice once per month for Work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form or to provide the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website.

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed, based on a schedule of values, in an amount not to exceed the contract price listed below.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

## **2.9 ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If the Project Manager finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

## **2.10 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION**

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion, no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or

Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

**END OF SECTION**



**CONTRACT EXECUTION FORM**

This Contract 2018-12 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the amount of \$210,000.00 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and La Perla Contractors, Inc. hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Gina Inganzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

La Perla Contractors, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, \_\_\_\_\_, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached.

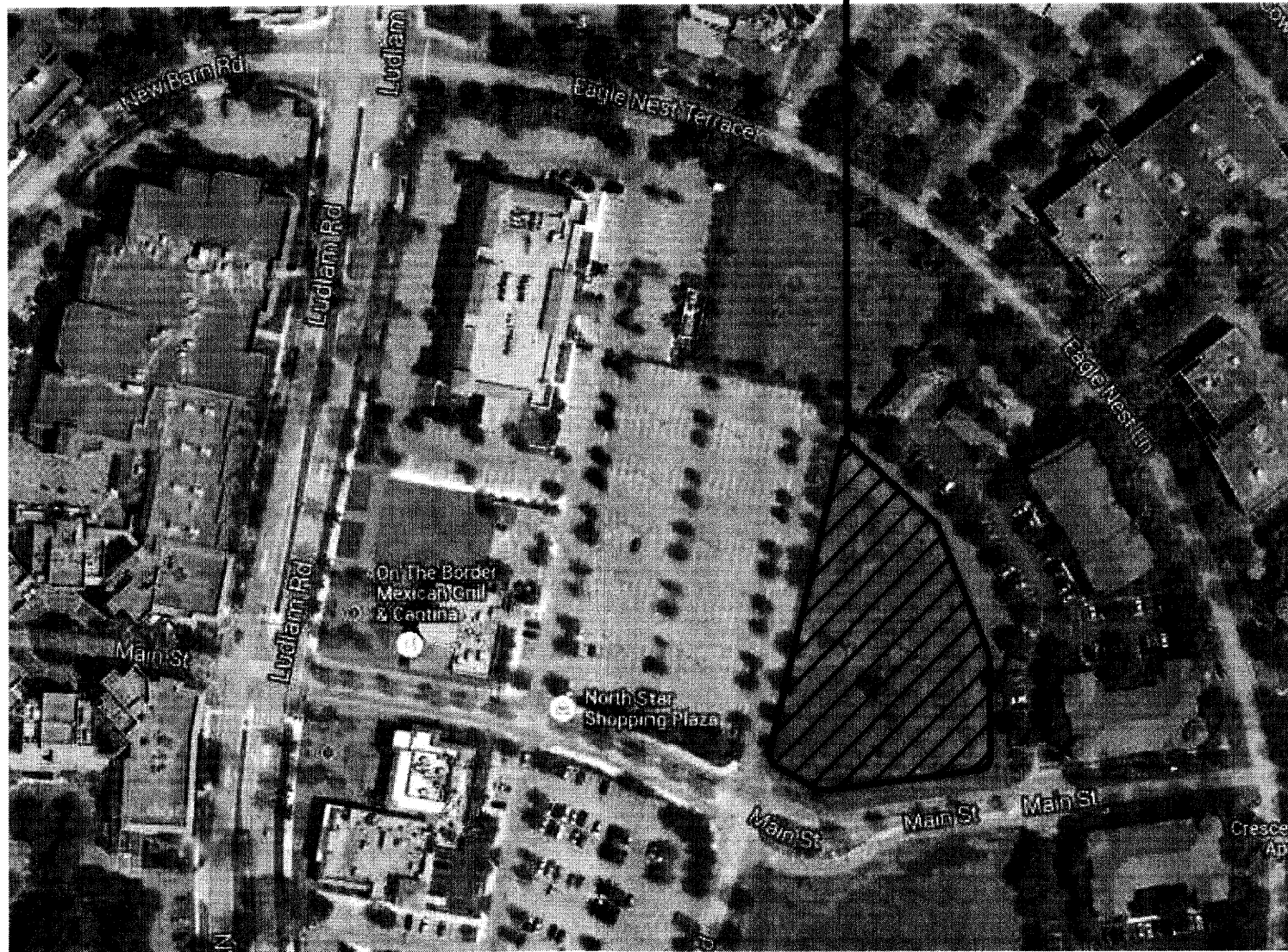
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

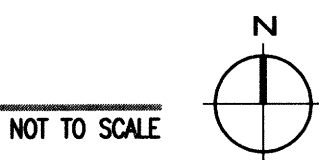
(Corporate Seal)

## **EXHIBIT A – Generator Installation Plans**

AREA OF WORK



KEY PLAN



# TOWN OF MIAMI LAKES GOVERNMENT CENTER GENERATOR INSTALLATION

6601 MAIN STREET  
MIAMI LAKES, FLORIDA 33014  
OCTOBER 31st, 2017

**MANNY CID**  
MAYOR

**NELSON RODRIGUEZ**  
VICE MAYOR

**FRANK MINGO**  
COUNCILMEMBER

**CEASAR MESTRE**  
COUNCILMEMBER

**ALEX REY**  
TOWN MANAGER

**TIM DAUBERT**  
COUNCILMEMBER

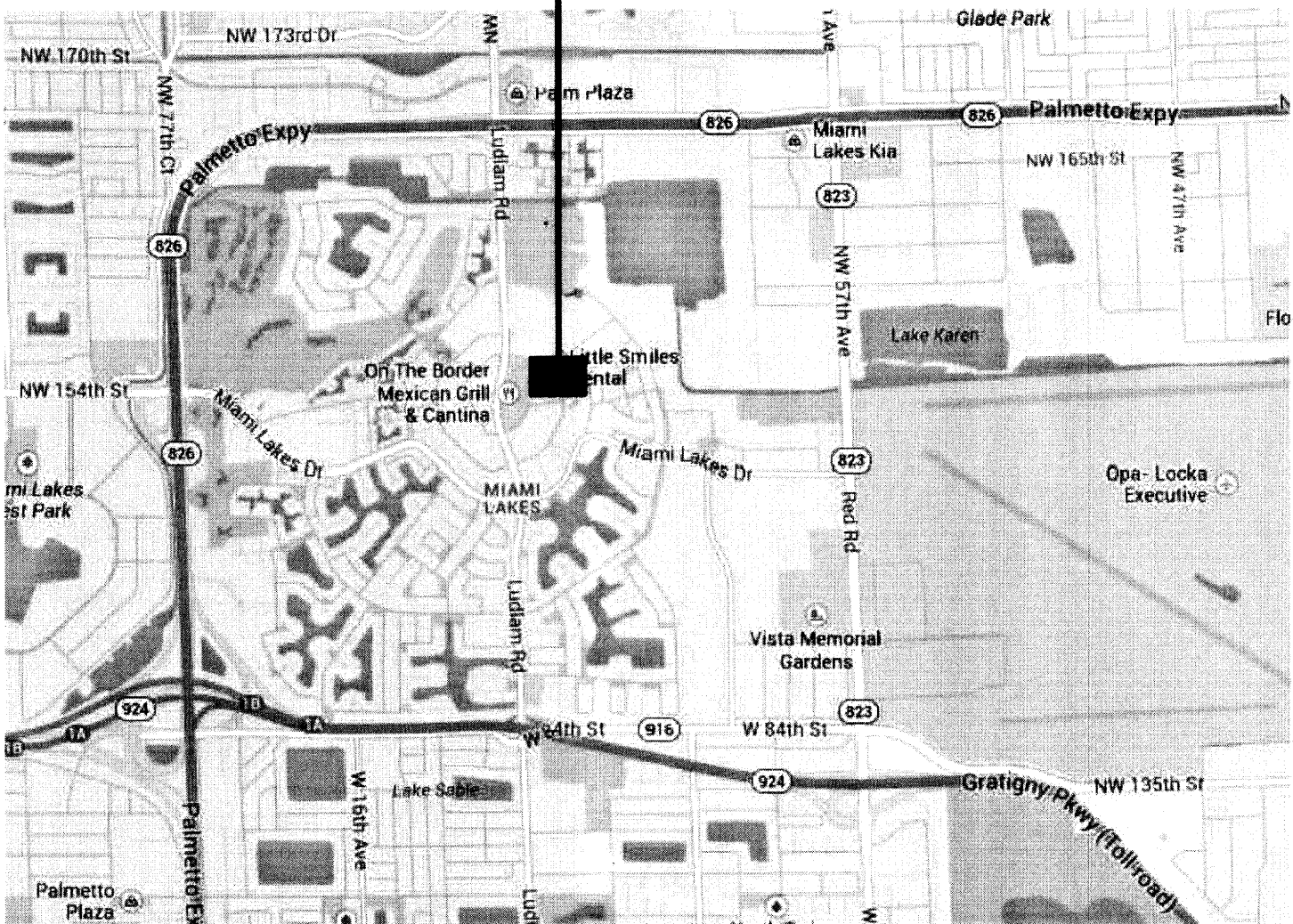
**LUIS COLLAZO**  
COUNCILMEMBER

**MARILYN RUANO**  
COUNCILMEMBER

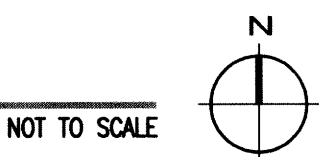
PREPARED BY:

**BASULTO**  
ASSOCIATES  
CONSULTING ENGINEERS  
14160 Palmetto Frontage Road  
Suite 22, Miami Lakes, FL 33016  
305.698.3988, fax: 305.698.3989

SITE LOCATION



LOCATION MAP



## INDEX OF DRAWINGS

### CIVIL

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- C-2 DETAILS AND NOTES

### LANDSCAPE

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### MECHANICAL

- M-1.0 MECHANICAL

### ELECTRICAL

- E-1.0 ELECTRICAL NOTES AND SYMBOL LEGEND
- E-2.0 SITE PLAN
- E-3.0 ENLARGED ELECTRICAL ROOM & GENERATOR PLANS
- E-4.0 ELECTRICAL RISER
- E-5.0 GENERATOR SPECIFICATION
- E-6.0 GENERATOR ENCLOSURE SPECIFICATION
- E-7.0 GENERATOR ENCLOSURE DETAILS

### STRUCTURAL

- S-1.0 STRUCTURAL NOTES AND SCHEDULES
- S-2.0 FOUNDATION / ROOF PLAN
- S-2.1 ELEVATIONS
- S-3 SECTIONS AND DETAILS

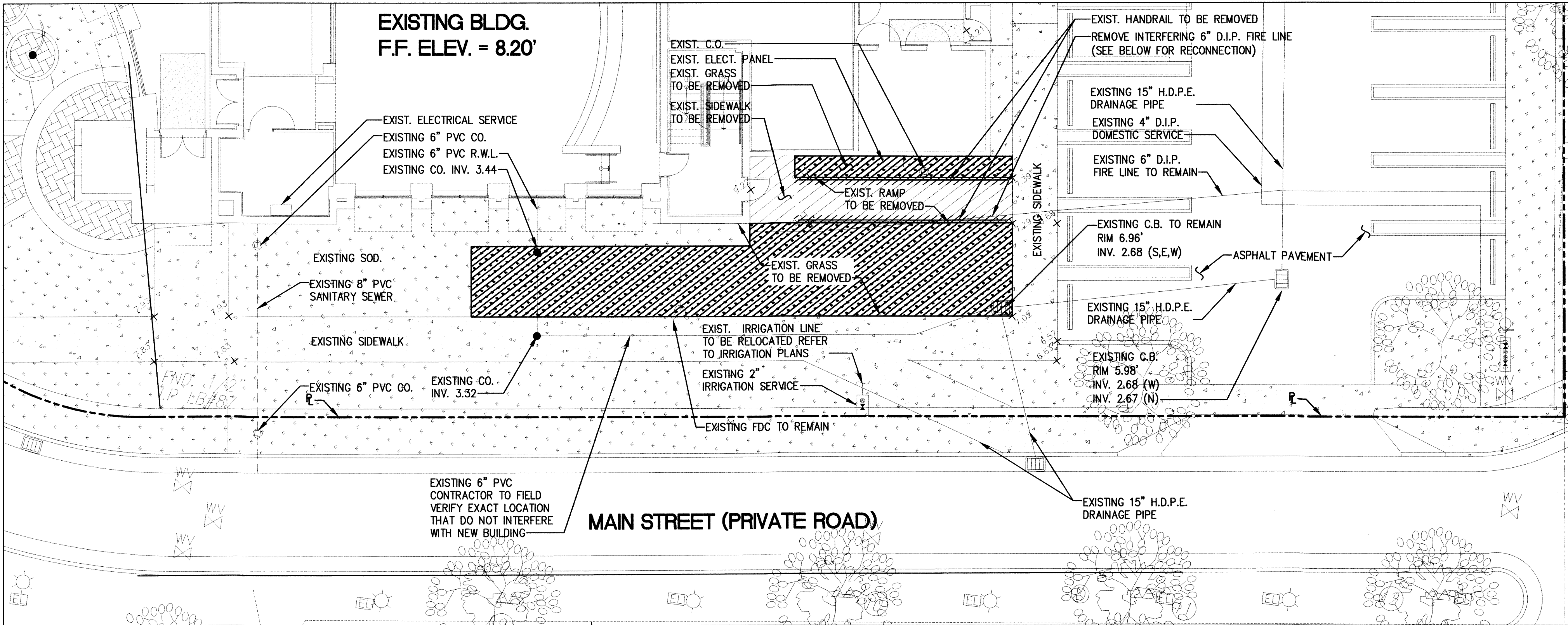
## SCOPE OF WORK

PROPOSED SCOPE OF WORK IS LIMITED TO  
INSTALLATION OF NEW DIESEL FUELED GENERATOR  
TO SERVE THE ENTIRE BUILDING.

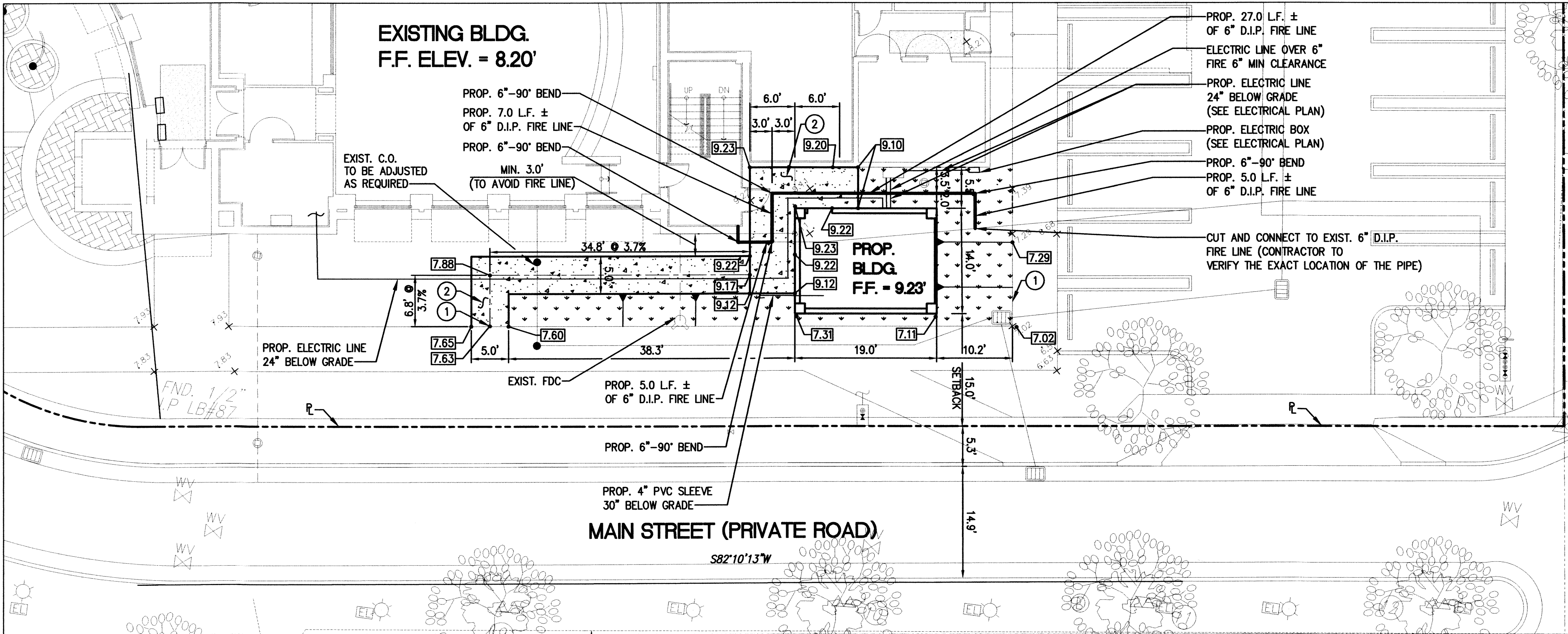
PER CHAPTER 43 OF THE FLORIDA FIRE  
PREVENTION CODE SECTIONS 43.11(3) AND 43.10.4  
THE WORK RELATED TO THIS PROJECT SHALL BE  
CONSIDERED "MODIFICATIONS". THESE  
"MODIFICATIONS" DO NOT AFFECT THE BUILDING  
OCCUPANCY CLASSIFICATION, MEANS OF EGRESS  
OR ANY OTHER LIFE SAFETY RELATED ITEM.

- 1 12-02-2014 BUILDING DEPARTMENT COMMENTS
- 2 12-10-2014 FIRE REVIEW COMMENTS
- 3 01-09-2015 OWNER REVIEW COMMENTS
- 4 04-29-2015 GENERATOR WALL
- 5 10-25-2016 REVISED TO GENERATOR BUILDING
- 7 10-31-2017 REVISED TO GENERATOR BUILDING RAMP

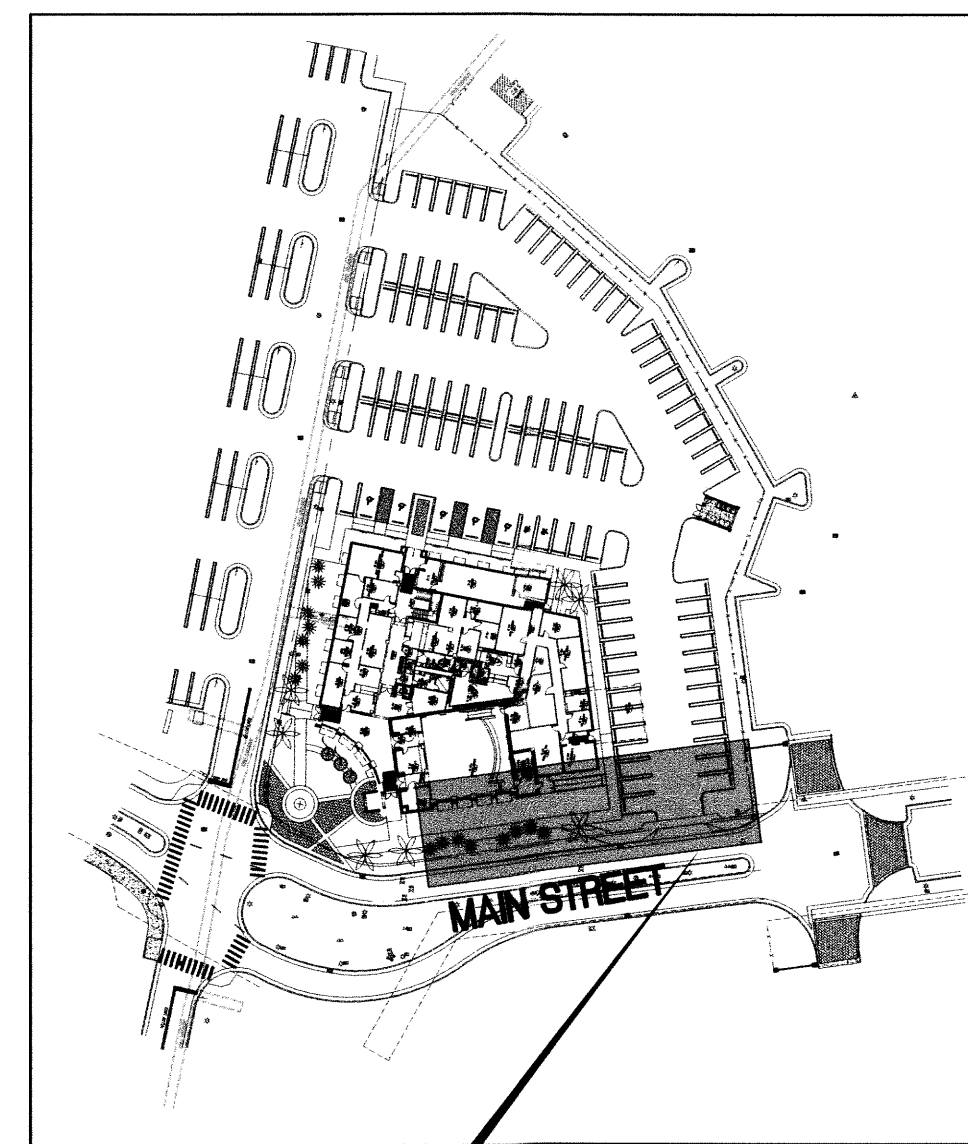




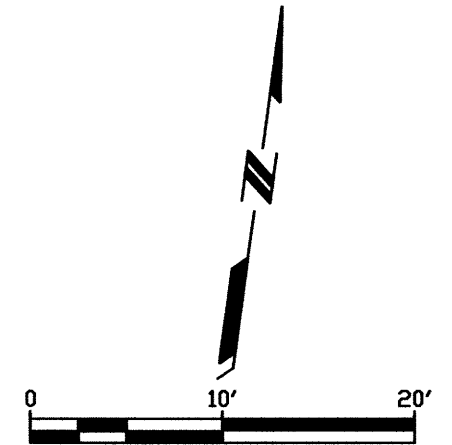
DEMOLITION PLAN  
SCALE 1"=10'



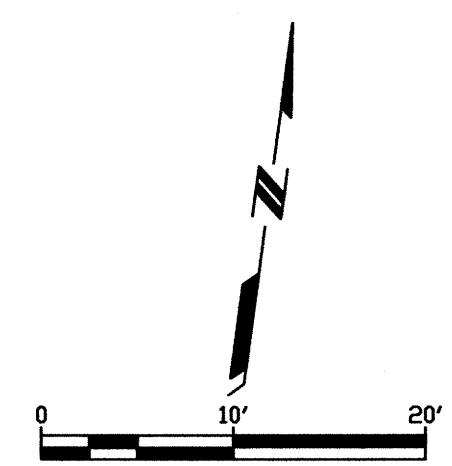
GRADING PLAN  
SCALE 1"=10'



LOCATION SKETCH  
SCALE 1"=100'



- LEGEND:**
- EXIST. SOD AND LANDSCAPING TO BE REMOVED
  - EXIST. CONCRETE TO BE REMOVED
  - EXIST. HANDRAIL TO BE REMOVED
  - CONSTRUCT 4" CONCRETE RAMP
  - PROPOSED SOD AREA AND LANDSCAPING (BY OTHER)
  - PROPOSED SLOPE
  - EXISTING ELEVATION
  - PROPOSED ELEVATION
  - MATCH EXISTING GRADE
  - CONSTRUCT 4" THICK CONCRETE SIDEWALK (SEE DETAIL)



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TEL. 305-662-8887 FAX 305-662-8858  
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PROJECT NAME  
**MIAMI LAKES  
GOVERNMENT CENTER  
NEW BACKUP GENERATOR**  
CLIENT  
**MIAMI LAKE GOVERNMENT CENTER**

SHEET TITLE  
**DEMOLITION  
AND GRADING  
PLAN**

SEAL  
IGNACIO SERRALLA  
LICENSE  
101730117  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER

S.R.S. PROJ. No.: **1622**  
DATE: **10-27-17**  
DRAWN BY: **A.F.**  
DESIGNED BY: **A.F.**  
CHECKED BY: **I.S.**

REVISIONS		
date	description	no.

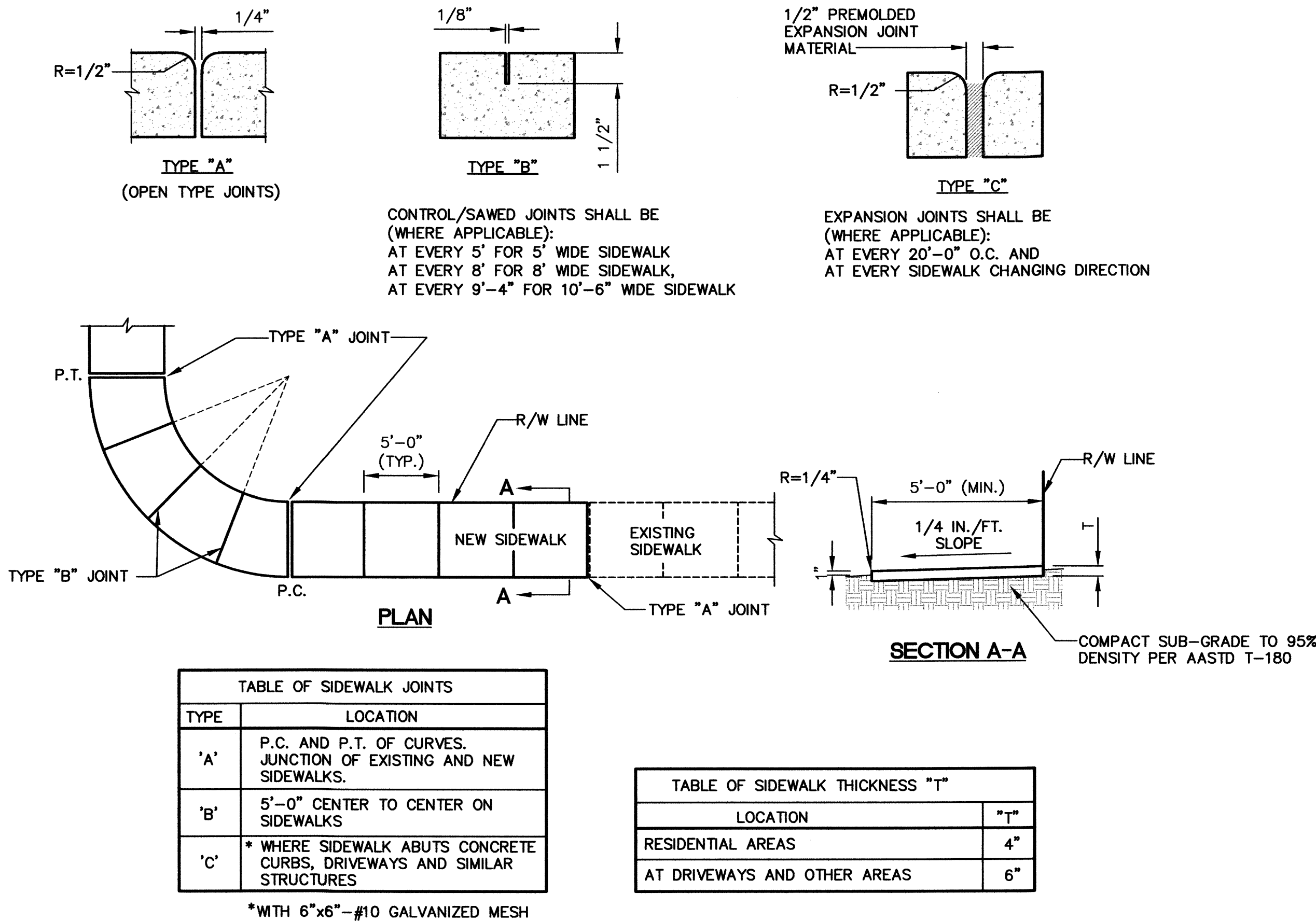
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**C-1**

LOCATED IN: E:\Engineering\SRS Projects\2016\1622 - Miami Lakes - Generator\Design\1622-C1-FGD-Plans.dwg & PRINTED ON: Monday, October 30, 2017, 10:56:43 AM

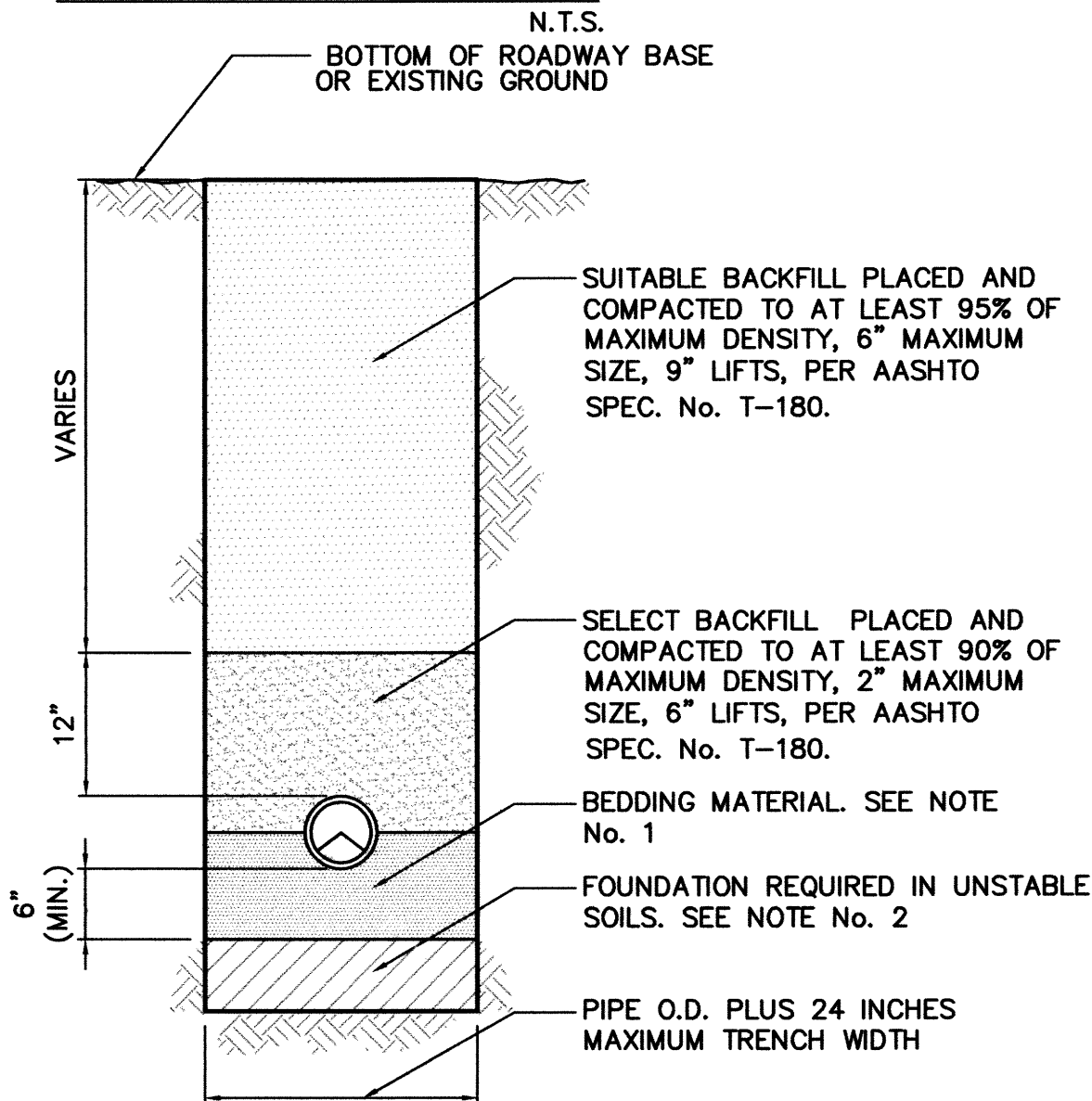


GENERAL NOTES:

- ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-'29).
- FLOOD CRITERIA ELEVATION IS 6.40 FEET BASED ON MIAMI DADE COUNTY FLOOD CRITERIA MAPS. OCTOBER WATER LEVEL 3.00
- IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL No. 12086C, MAP No. 0283, SUFFIX L, REVISED DATE: 09-11-2009; THIS PROJECT IS LOCATED IN FLOOD ZONE "XE", BASE FLOOD ELEVATION = N/A
- 48 HOURS PRIOR TO DIGGING CONTRACTOR SHALL COORDINATE WITH ALL UNDERGROUND UTILITY SERVICE COMPANIES TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES. ADDITIONALLY, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO ASSURE THAT ALL UTILITIES HAVE BEEN IDENTIFIED.
- THE LOCATION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION, ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ARCHITECT/ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
- UNDERGROUND UTILITY INFORMATION SHOWN HEREON WAS TAKEN FROM DATA PROVIDED BY THE OWNER AND SUPPLEMENTED BY FIELD MEASUREMENTS WHEN OBTAINABLE.
- ALL EXISTING ROCK BASE MATERIAL WHICH IS REMOVED IS TO BE INCORPORATED IN THE STABILIZED PORTION OF THE SUBGRADE, ONLY AS DIRECTED BY THE ENGINEER.
- NONE OF THE EXISTING ROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK BASE
- ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
- CONTRACTOR SHALL TO PREVENT DEBRIS OR DIRT FROM EXISTING STORM DRAINAGE SYSTEM AS A RESULT OF CONSTRUCTION ACTIVITIES. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE. TEMPORARY FILTER FABRIC SHALL BE INSTALLED DURING CONSTRUCTION.
- ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RESODDED TO MATCH EXISTING SODDING.
- ANY EXISTING BUILDING, PAVEMENT OR OTHER EXISTING IMPROVEMENTS NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE TOWN OF MIAMI LAKES.
- ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT NO EXPENSE TO THE TOWN OF MIAMI LAKES
- GRADES SHOWN ARE "FINISHED" GRADES.
- ALL TREES NOT AFFECTED BY GRADING OPERATIONS ARE TO REMAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. CONTRACTOR MUST TAKE CARE NOT TO DAMAGE ANY TREE OR PALM THAT IS TO REMAIN WITHIN CONSTRUCTION AREA. SMALL TREES OR PALMS MAY BE RELOCATED AS DIRECTED BY THE TOWN OF MIAMI LAKES.
- CONTRACTOR SHALL HAVE A SET OF PLANS WITH CURRENT FIELD CHANGES MARKED THERE-ON AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.



CONCRETE SIDEWALK



NOTES:

- UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL 2" MAX. SIZE, OR WASHED AND GRADED LIMEROCK (3/8"-7/8"), COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. No. T-180.
- WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING PEAT, MUCK OR OTHER ORGANIC SOILS, ELASTIC SILT AND CLAYS BELOW THE WATER TABLE, A FOUNDATION IS REQUIRED. COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. No. T-180. FOUNDATION MATERIAL SHALL BE SELECT BACKFILL MATERIAL, 2" MAXIMUM SIZE 6" LIFTS EXTEND EXCAVATION AT LEAST 2' DEEPER FOR FOUNDATION UNLESS SUITABLE MATERIAL IS FOUND AT A LESSER DEPTH, GREATER DEPTHS MAY BE REQUIRED FOR EXTREMELY POOR CONDITIONS.

TYPICAL TRENCH BACKFILL

(WATER MAINS)

N.T.S.

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TEL. 305-662-8887 FAX 305-662-8858  
WWW.SRSI-CORP.COM

PROJECT NAME

MIAMI LAKES  
GOVERNMENT CENTER  
NEW BACKUP GENERATOR

CLIENT

MIAMI LAKE GOVERNMENT CENTER

SHEET TITLE

GENERAL NOTES  
AND DETAILS

SEAL

IGNACIO SERRALTA  
"ENGINEER"  
No. 45609  
10/30/17  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER

S.R.S. PROJ. No.: 1622

DATE: 10-27-17

DRAWN BY: A.F.

DESIGNED BY: A.F.

CHECKED BY: I.S.

REVISIONS

date	description	no.
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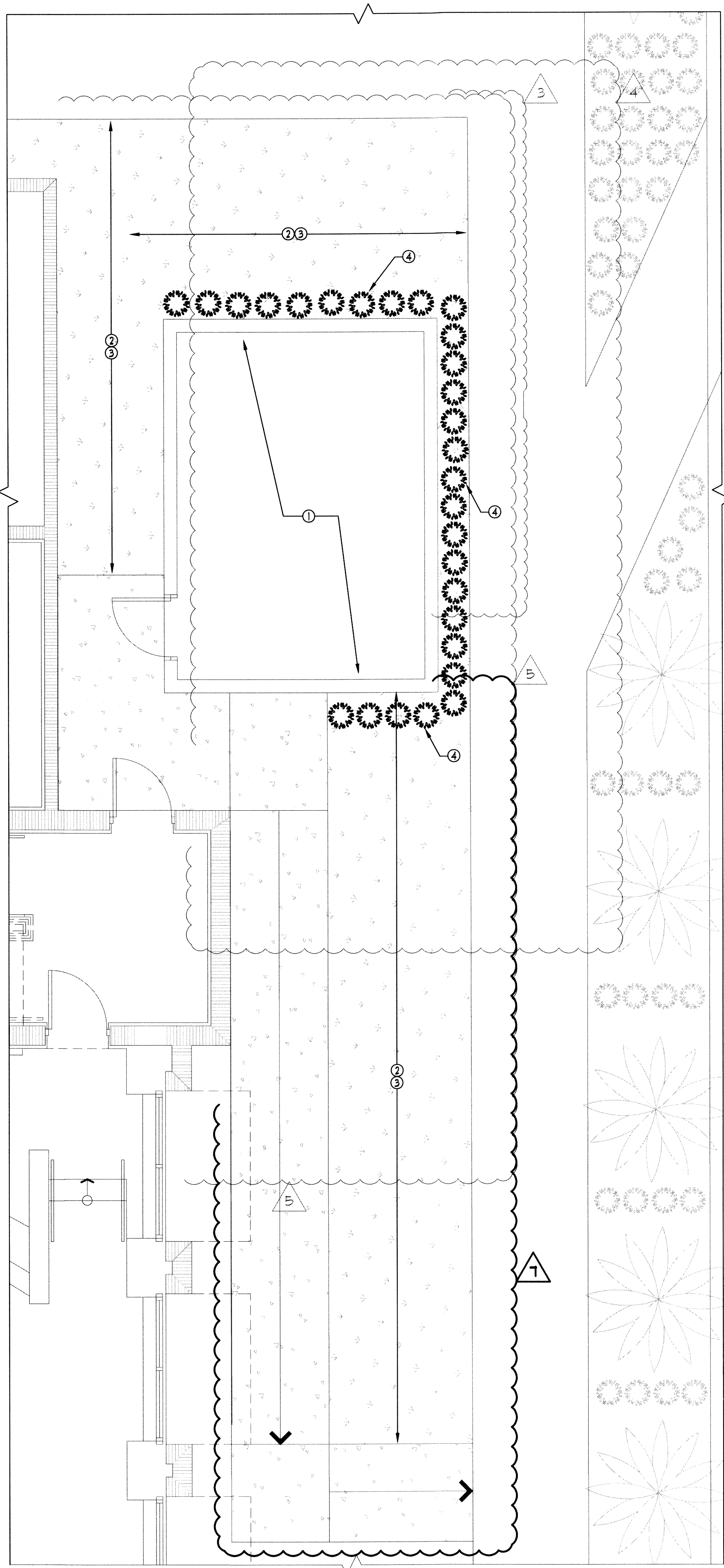
SHEET

C-2



LANDSCAPE PLAN KEY NOTES

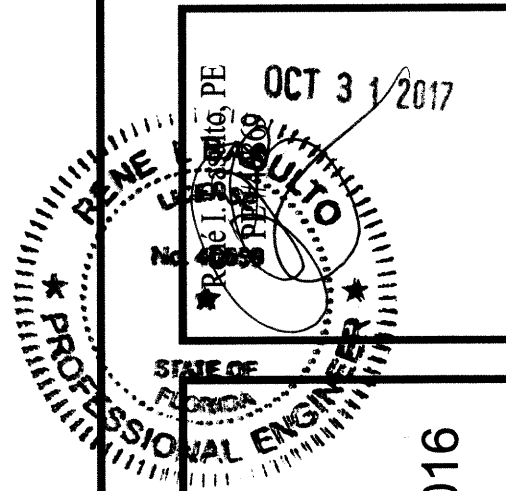
- 1 REMOVE PLANTING BED AND RELATED LANDSCAPING FOR GENERATOR BUILDING INSTALLATION.
- 2 RELOCATE EXISTING IRRIGATION SYSTEM PIPING AND SPRAY HEADS TO THAT THEY DO NOT RUN UNDER NEW GENERATOR SLAB. FIELD VERIFY LOCATIONS AND QUANTITIES PRIOR TO BID.
- 3 'RE-MULCH' PLANTING BED AFTER GENERATOR INSTALLATION IS COMPLETE.
- 4 3 GALLON 'BAHAMIA COFFEE' (PSYCHOTRIA LIGUSTRIIFOLIA) PLANTED ON 36" CENTERS. HEIGHT AND TYPE OF SHRUBS TO MATCH EXISTING.



**LANDSCAPING PLAN**  
SCALE: 1/4" = 1'-0"

NOTE:  
REFER TO CIVIL DRAWINGS  
FOR RAMP INFORMATION

REVISIONS	BY
1 12-2-2014 B.D.C.	C.Y.
3 01-09-2015 OWNER REV.	R.I.B.
4 04-09-2015 WALL REV.	R.I.B.
6 10-25-2016 GEN. BLDG.	R.I.B.
6 07-19-2017 GEN. BLDG.	R.I.B.
7 10-31-2017 GEN. BLDG.	R.I.B.



TOWN OF MIAMI LAKES  
GOVERNMENT CENTER  
GENERATOR INSTALLATION  
6601 MAIN STREET, MIAMI LAKES 33016



LANDSCAPING PLAN  
AND DETAIL

**BASILTO ASSOCIATES**  
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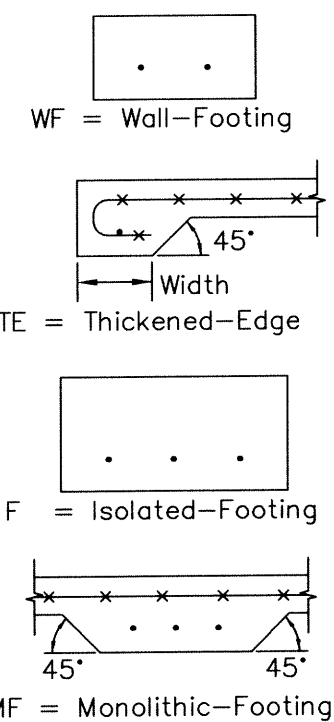
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CHECKED c.v.
DATE 10-25-2016
SCALE AS SHOWN
JOB NO. 14124
SHEET L-1.0
OF SHEETS 6



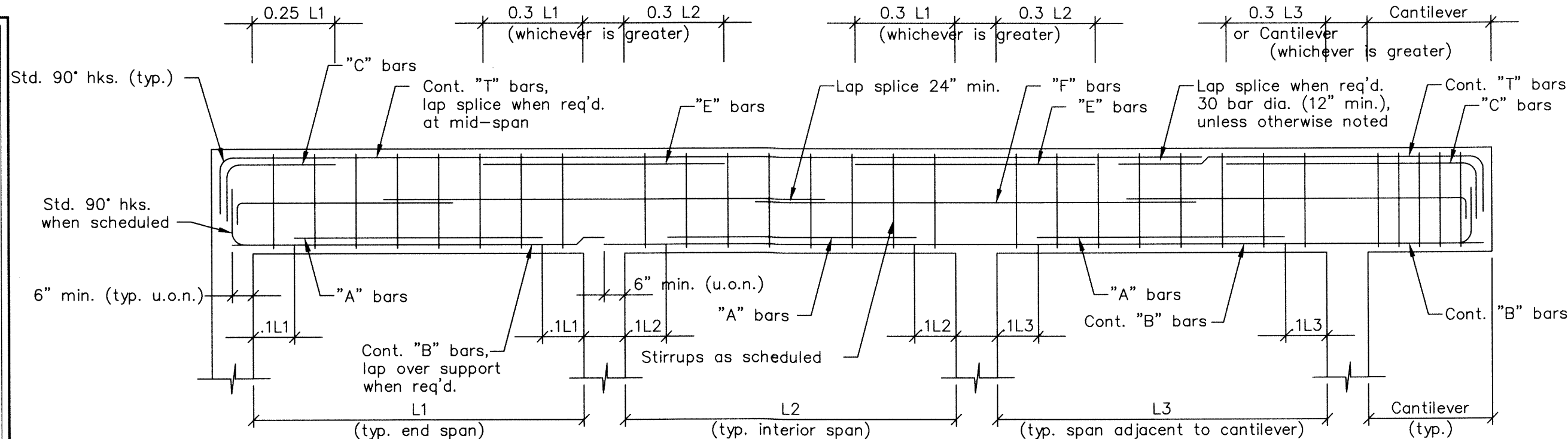
GENERAL NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH THE PERTINENT SECTIONS OF THE FLORIDA BUILDING CODE 2014 (Fifth Edition).
2. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER/ARCHITECT BEFORE PROCEEDING.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS. APPROVAL OF SHOP DRAWINGS BY THE ENGINEER/ARCHITECT IS FOR DESIGN AND LAYOUT ONLY, AND IS NOT FOR THE PURPOSE OF AUTHORIZING CHANGES TO THE CONTRACT DRAWINGS FOR APPROVING SUBSTITUTIONS.
4. ALL ELEVATIONS SHOWN ON THESE DRAWINGS ARE MEASURED WITH RESPECT TO THE FINISH FLOOR. +0'-0"= + NGVD.
5. ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A36.
6. ALL STRUCTURAL TUBING SHALL BE CONCRETE FILLED AND CONFORM TO ASTM A500. CONCRETE FILLED TUBING SHALL HAVE 1/4" DIAMETER PRESSURE RELIEF HOLES WITHIN 6" OF THE TOP AND BOTTOM OF THE EXPOSED LENGTH OF THE MEMBER AND ONE HOLE AT MID-HEIGHT.
7. ALL BOLTING SHALL BE PERFORMED WITH HIGH STRENGTH BOLTS INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS CONFORMING TO ASTM A325.
8. ALL WELDS TO BE PERFORMED WITH E70XX ELECTRODES AND IN ACCORDANCE WITH AWS D1.1.
9. ALL REINFORCING BARS SHALL BE GRADE 60 CONFORMING TO ASTM A615.
10. ALL CONCRETE CONSTRUCTION SHALL COMPLY WITH ACI 318. ALL CONCRETE USED SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. AND A MAXIMUM SLUMP OF 6", EXCEPT FOR SLABS (GRADE/ELEV.) WHICH ITS 28-DAY COMPRESSIVE STRENGTH IS 5000 PSI AND W/C=0.40..
11. CONCRETE SLABS-ON-GRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI 302. CONCRETE FOR SLABS-ON-GRADE SHALL BE LIMITED TO A WATER TO CEMENT RATIO OF 0.40.
12. A SPECIAL INSPECTOR, RETAINED BY THE OWNER, SHALL INSPECT AND SUPERVISE THE COMPACTION OF FILL UNDER SLABS ON GRADE. THE FILL SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY FOR ALL LAYERS AS VERIFIED BY FIELD DENSITY TESTS MADE IN ACCORDANCE WITH ASTM D1557.
13. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE PROVIDED IN ACCORDANCE WITH ACI 318 SECTION 7.7.1.
14. ALL TIE BEAMS SHALL HAVE FOUR #3 TIES AT 12" C/C AT CORNERS AND AT EACH BEND AND AT 48" C/C ELSEWHERE. LONGITUDINAL REINFORCEMENT SHALL CONSIST OF NO LESS THAN 4 #5 REINFORCING BARS PLACED TWO AT THE TOP & TWO AT THE BOTTOM. TIE BEAM REINFORCING CONTINUITY SHALL BE PROVIDED BY LAPPING SPLICES NOT LESS THAN 18". CONTINUITY SHALL BE PROVIDED AT CORNERS BY BENDING BARS FROM EACH DIRECTION AROUND THE CORNER 30" OR BY ADDING 2 #5 BENT TWO BARS WHICH EXTEND 30" EACH WAY FROM THE CORNER.
15. MASONRY CONSTRUCTION SHALL COMPLY WITH THE BUILDING CODE AND SPECIFICATIONS FOR CONCRETE MASONRY STRUCTURES ACI 530 AND ACI 530.1.
16. CONCRETE MASONRY SHALL HAVE A NET AREA COMPRESSIVE STRENGTH  $f'_m=1500$  P.S.I. AND SHALL COMPLY WITH ASTM C90. CONCRETE MASONRY UNITS SHALL HAVE A MINIMUM NET AREA COMPRESSIVE STRENGTH OF 1900 P.S.I.
17. MASONRY MORTAR SHALL BE TYPE M OR S AND SHALL COMPLY WITH ASTM C270.
18. GROUT FOR GROUTING CELLS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 P.S.I. OR THE BLOCK STRENGTH, WHICH EVER IS GREATER AND SHALL BE IN ACCORDANCE WITH WITH ASTM C476-91. GROUT TO HAVE A SLUMP BETWEEN 8" TO 11".
19. A SPECIAL INSPECTOR, RETAINED BY THE OWNER, SHALL INSPECT AND SUPERVISE THE CONSTRUCTION OF REINFORCED MASONRY PER ACI 530.1.
20. EXPANSION ANCHOR BOLTS SHALL BE INSTALLED IN ACCORDANCE TO MANUFACTURER'S INSTRUCTIONS.
21. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATIONS AT OTHER LOCATIONS THAN THAT SPECIFICALLY INDICATED.

FOUNDATION SCHEDULE



Safe Soil Bearing Pressure = See soil statement $f'_c = 3$ ksi $f_y = 60$ ksi Minimum of 3" clear cover on bottom reinf.						
Mark	Top Elev.	Size WIDTH x LENGTH x DEPTH	Bottom Reinforcement			REMARKS
			E.W.	CONT.	TRANSV.	
WF-18	-3'-0"	18" x CONT. x 12"		2 #5	#4@24"	
WF-24	-3'-0"	24" x CONT. x 12"		3 #5	#4@24"	



TYPICAL BEAM DIAGRAM

BAR PLACEMENT NOTES:

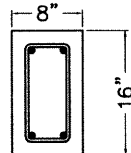
1. BEAMS SHOWN IN PLAN ARE READ FROM LEFT TO RIGHT.
2. THE MINIMUM CLEAR DISTANCE BETWEEN PARALLEL BARS IN A LAYER SHALL BE EQUAL TO THE NOMINAL DIAMETER OF THE BARS. IN NO CASE SHALL THE CLEAR DISTANCE BETWEEN BARS BE LESS THAN ONE INCH, NOR LESS THAN ONE AND ONE-HALF TIMES THE MAXIMUM SIZE OF THE COARSE AGGREGATE.
3. WHEN REINFORCEMENT IS PLACED IN TWO OR MORE LAYERS, THE CLEAR DISTANCE BETWEEN LAYERS SHALL NOT BE LESS THAN ONE INCH NOR LESS THAN THE DIAMETER OF THE BARS, AND THE BARS IN THE UPPER LAYERS SHALL BE PLACED DIRECTLY ABOVE THOSE IN THE BOTTOM LAYER.
4. "B" BARS ARE BOTTOM BARS. "B" BARS SHALL EXTEND OVER SUPPORTS 6" MIN. UNLESS OTHERWISE NOTED. "B" BARS MAY BE CONTINUOUS.
5. "A" BARS ARE BOTTOM BARS. "A" BARS DO NOT EXTEND OVER SUPPORTS. "A" BARS SHALL BE PLACED IN THE SAME LAYER AS "B" BARS (U.O.N.).
6. "T" BARS ARE CONTINUOUS TOP BARS. "T" BARS SHALL BE LAP SPICED WHEN REQUIRED AT MID-SPAN 30 BAR DIAMETERS (12" MINIMUM) (U.O.N.).
7. "C" BARS ARE TOP BARS AT THE DISCONTINUOUS END OF END SPANS. "C" BARS SHALL BE PLACED IN THE SAME LAYER AS "T" BARS UNLESS OTHERWISE NOTED.
8. "E" BARS ARE TOP BARS OVER INTERIOR SUPPORTS. "E" BARS SHALL BE PLACED IN THE SAME LAYER AS "T" BARS UNLESS OTHERWISE NOTED.
9. "F" BARS SHALL BE EQUALLY SPACED BETWEEN "B" AND "T" BARS, HALF ON EACH VERTICAL FACE. "F" BARS MAY BE CONTINUOUS.
10. STIRRUPS SPACING IS FROM FACE OF SUPPORT. STIRRUPS SHALL HAVE "B" OR "T" BARS TIED IN EACH CORNER.
11. ALL REINFORCING BARS TO HAVE A MINIMUM OF 1 1/2" CLEAR COVER (U.O.N.) 12. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE PROVIDED IN ACCORDANCE WITH ACI 318-95, SECTION 7.7.1.

BEAM SCHEDULE

MARK	TOP OF BEAM ELEV.	SIZE (in.) b x d	LONGITUDINAL REINFORCEMENT							STIRRUPS		REMARKS
			T	A	B	C	E	F	No.	TYPE	SPACING E.A. END	
TB-1	SEE PLAN	8" x 12"	2 #5		2 #5				#3	□	4 #3@12" BAL. @ 12"	DROP TIE BEAM OVER OPENINGS. ADD 2 #6 BOTT. & STIRRUP SPACING AT 8"O.C. & TO BEAR 16" AT ADJACENT MASONRY OR CASTED WITH ADJACENT COL.
B-1	SEE PLAN	8" x 54"	2 #5		2 #8			4 #6	#3	□	AT 12" O.C.	

COLUMN SCHEDULE

Ⓒ1 Reinforced Concrete Column  
 $f'_c = 3000$  psi  
4 #5  
#3 Ties @ 8" O.C.  
3'-0" min. Lap Splice



LOADS

DESIGN CRITERIA: FBC 2014 (FIFTH EDITION)  
Roof Live Load= 30 psf  
WIND LOADS: ASCE 7-10  
CAT. II - EXP. C - V= 175 MPH - I=1.00

SOIL STATEMENT

THE EXISTING SITE IS OBSERVED FOR SOIL CONDITIONS AND HAS BEEN OBSERVED TO CONFORM WITH SOILS TYPICAL WITH THE SURROUNDING SITES WHICH CONSIST OF UNDISTURBED SAND AND ROCK. THEREFORE THE FOUNDATION HAVE BEEN DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF. A GREATER ALLOWABLE SOIL BEARING PRESSURE CAN BE USED IF SUBSTANTIATED BY A GEOTECHNICAL EXPLORATION OF THE SUBSOIL TO BE PERFORMED BY A LISENCED PROFESSIONAL ENGINEER.

MASONRY NOTE

ALL EXTERIOR MASONRY WALLS SHALL BE 8" CMU  $f'_m=1500$  psi WITH #5 VERTICALS WITH A MAXIMUM SPACING OF 32" O.C. AND TO BE PLACED AS SHOWN ON THE FOUNDATION PLAN.  
PROVIDE NO.9 LADDER TYPE HORIZONTAL REINFORCMENT AT 16" O.C.

SANTIAGO ARANEGUI P.E.

PE 0048106

6431 S.W. 145 STREET  
CORAL GABLES, FL. 33158  
(305) 431-6747

GENERATOR BUILDING FOR:

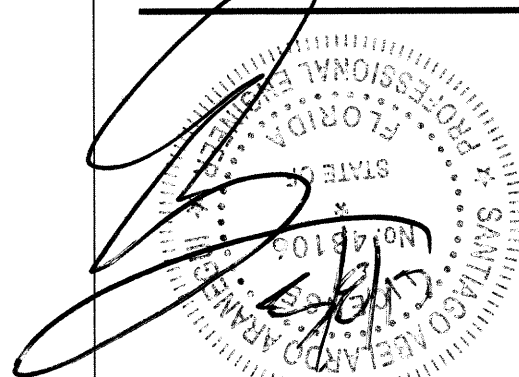
TOWN OF MIAMI LAKES  
GOVERNMENT CENTER

6601 MAIN STREET  
MIAMI LAKES, FLORIDA

JOB NUMBER  
2015-0098

FILE No. :

DRAWN : 0000  
REVIEWED : 0000  
CHECKED : 0000



Santiago Aranegui  
Reg. No.: PE 0048106

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DATE : 3/8/17

ISSUE

REVISIONS

SHEET TITLE

FOUNDATION PLAN

SHEET NUMBER

S-1

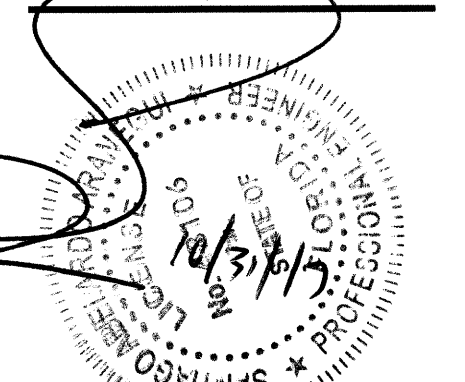


SANTIAGO ARANEGUI P.E.  
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CORAL GABLES, FL. 33158  
(305) 431-6747

GENERATOR BUILDING FOR:  
TOWN OF MIAMI LAKES  
GOVERNMENT CENTER  
6601 MAIN STREET  
MIAMI LAKES, FLORIDA

JOB NUMBER  
2015-0098

FILE No. :  
DRAWN : 000  
REVIEWED : 000  
CHECKED : 000



Santiago Aranequi  
Reg. No.: PE 0048106

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DATE : 10/30/17

ISSUE

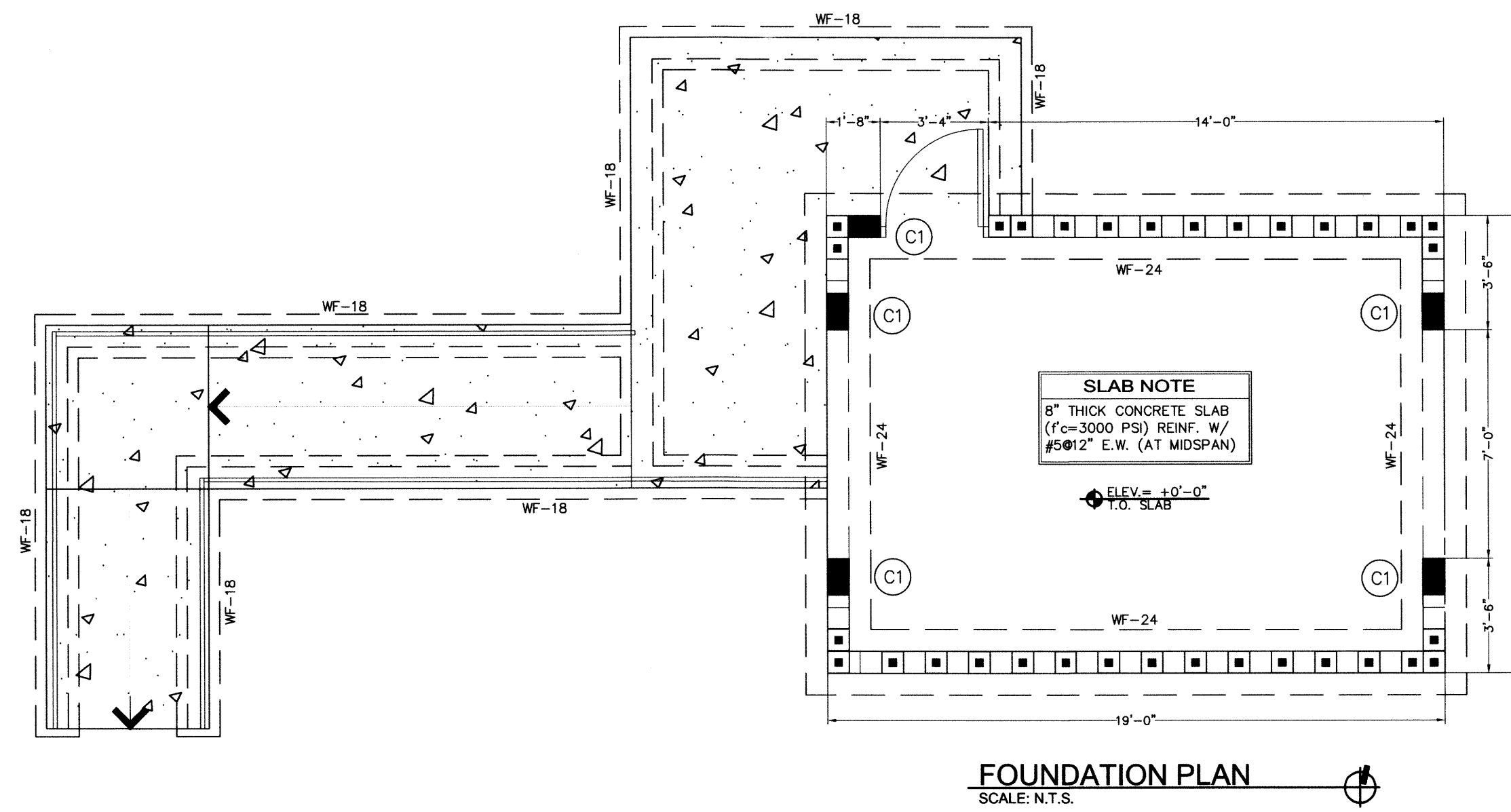
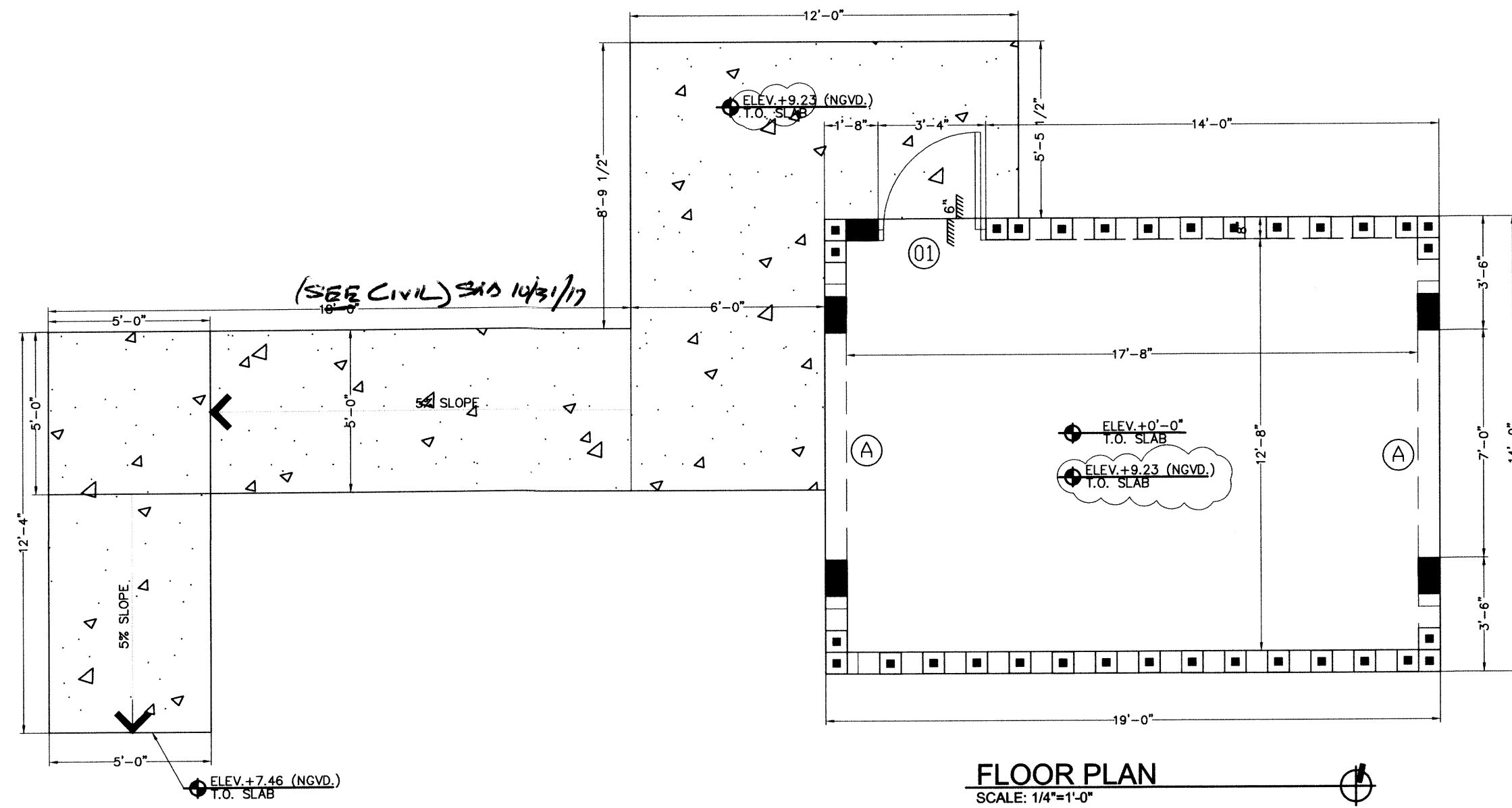
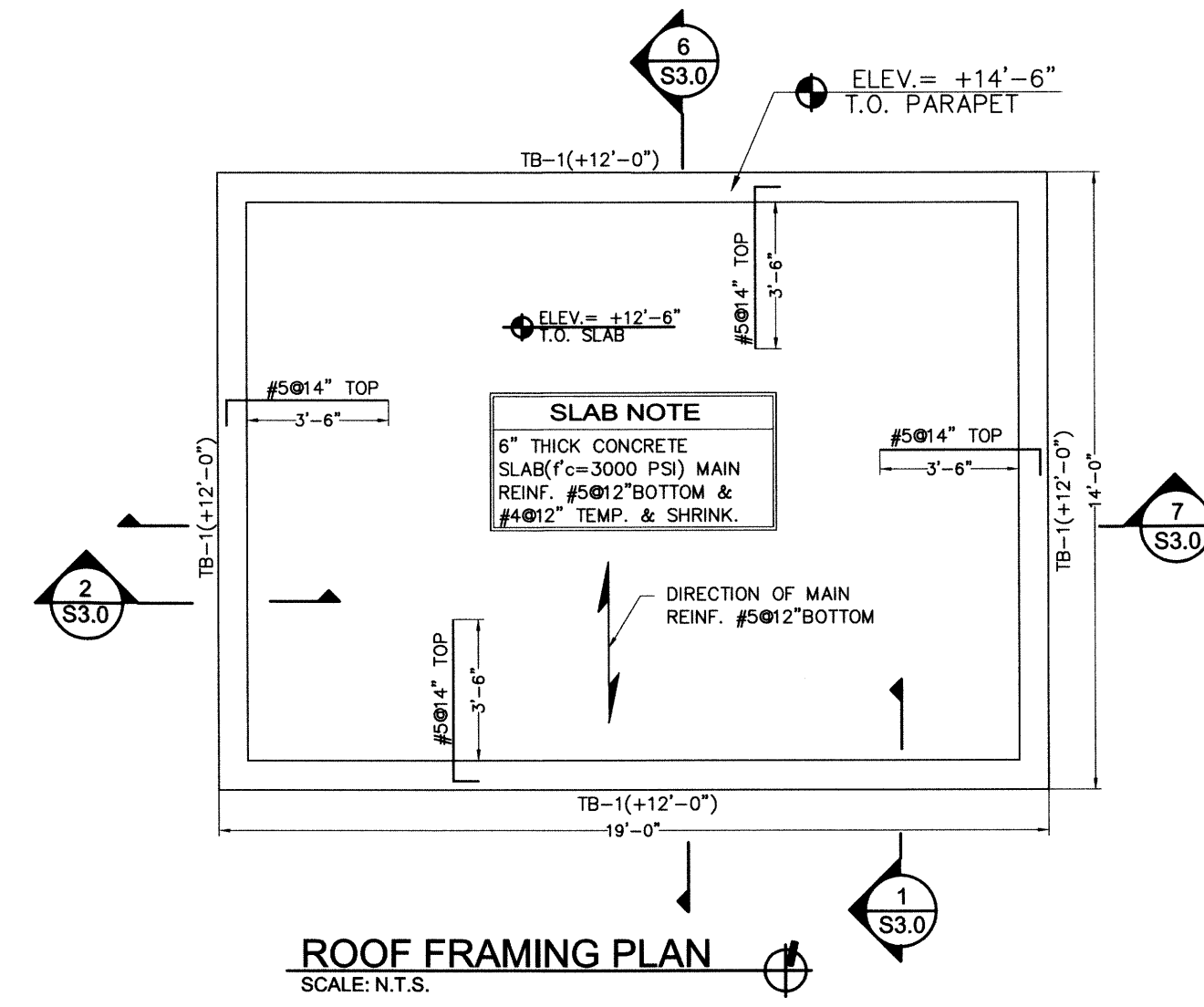
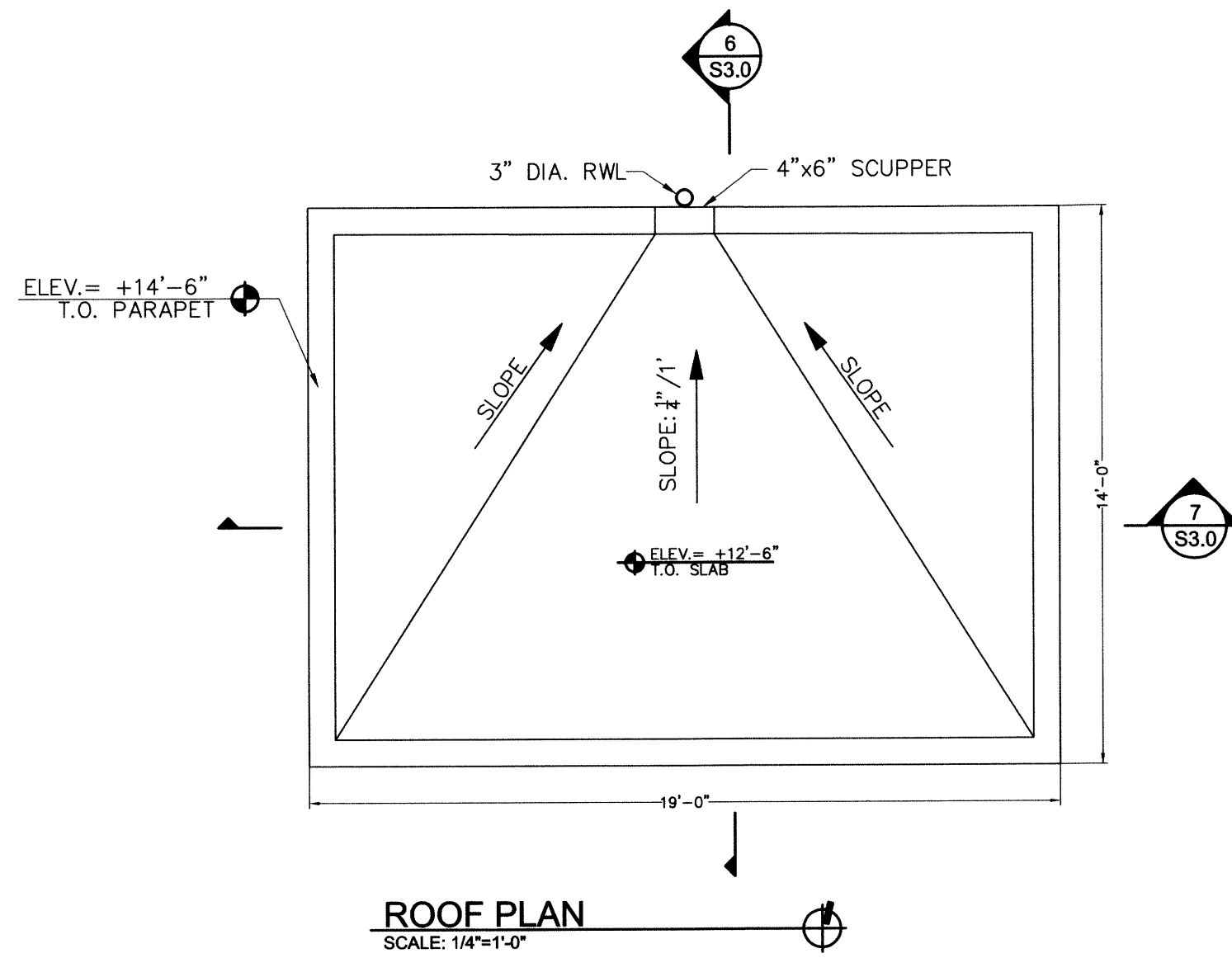

REVISIONS


SHEET TITLE

FOUNDATION/ROOF PLAN

SHEET NUMBER

S-2

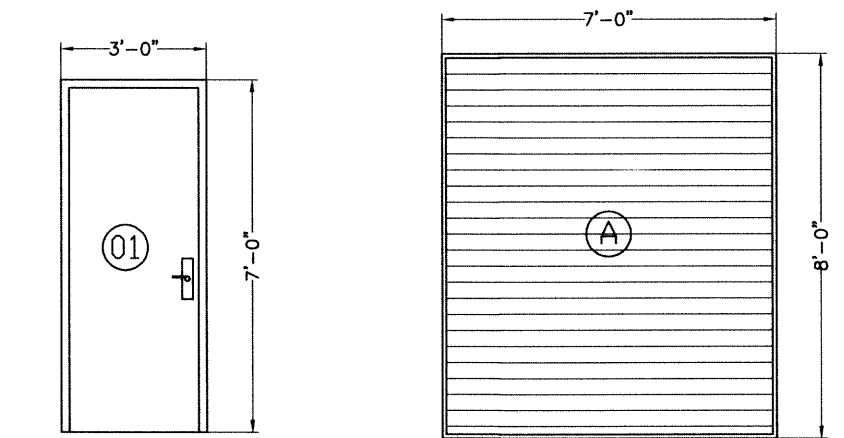


## GROUND FLOOR PLAN NOTES:

- TOP OF SLAB ELEVATION +0'-0" TYPICAL UNLESS OTHERWISE, ASSOCIATED WITH AN NGVD EL.+9.23' NOTED AS THUS
- FOR GENERAL STRUCTURAL NOTES, SEE SHEET S1.0
- FOR FOOTING SCHEDULE, SEE SHEET S1.0
- FOR COLUMN SCHEDULE, SEE SHEET S1.0
- COORDINATE ALL SLAB DEPRESSIONS, SLOPES AND OPENINGS WITH MECHANICAL DRAWINGS.
- DENOTES 8" BEARING MASONRY BLOCK WALL (f'm=1500 PSI), REINFORCED W/ #5 @ 16" O.C. IN GROUT FILLED CELLS, UNLESS SHOWN OTHERWISE.
- SLAB NOTES : SLAB ON GRADE SHALL BE A 8" CONCRETE SLAB ON VAPOR BARRIER OVER WELL COMPACTED FILL, REINFORCED WITH #5@12" E.W. AT SLAB MID-HEIGHT

## LEGEND

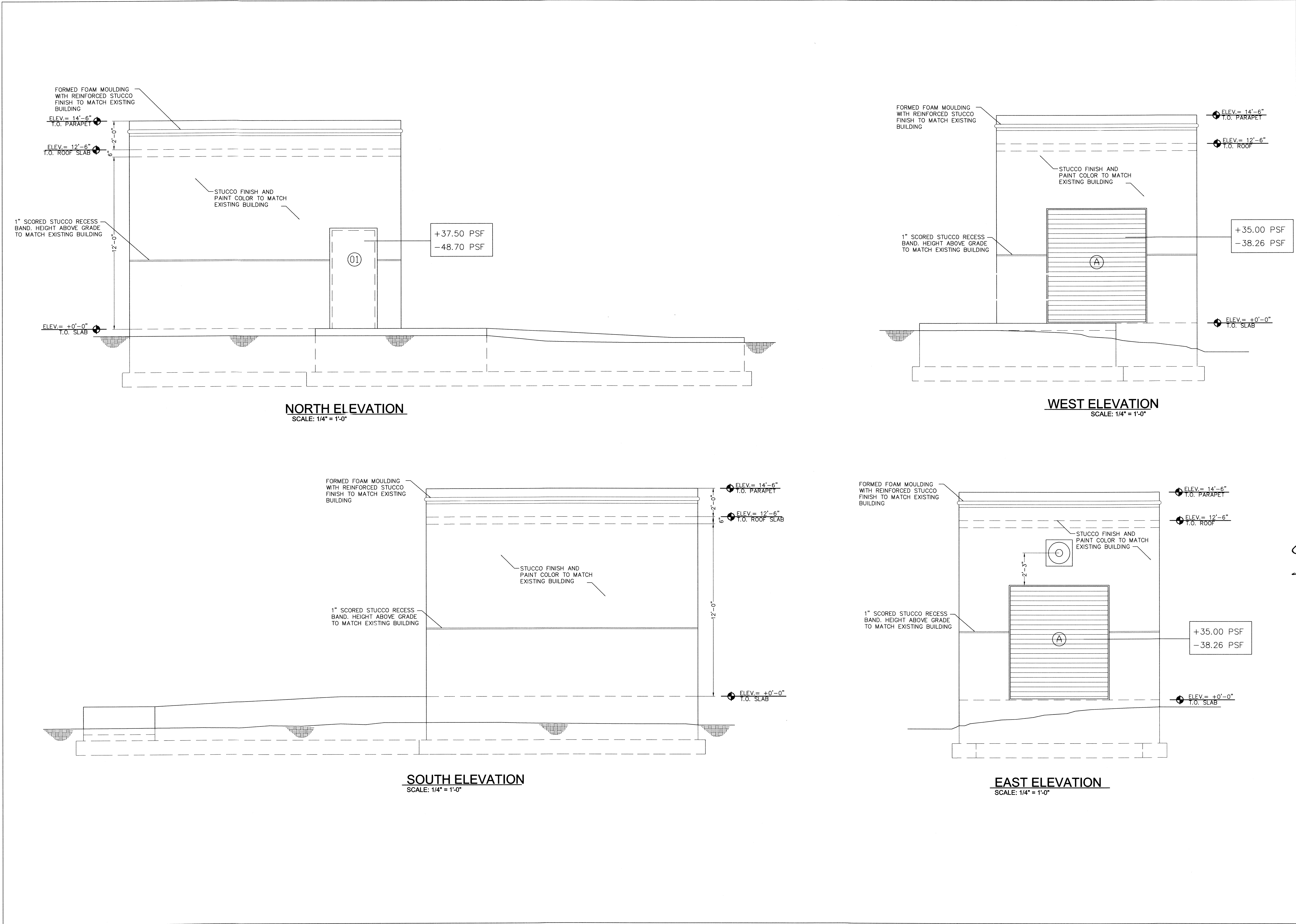
	Filled Cell- See plan for spacing and reinf. information.
	Footing- See plan and schedule for additional information.
	Column- See plan and schedule for additional information.
	CMU- See plan for size and reinf. information.



EXTERIOR METAL DOOR  
(QTY:1)  
1-HR FIRE RATED  
(IMPACT)

EXTERIOR ALUMINUM LOUVER  
MANUFACTURED BY RUSKIN  
MODEL #HZ850 (MIAMI-DADE  
COUNTY NOA# 14-0918.06)

## DOOR/LOUVER SCHEDULE



SANTIAGO ARANEGUI P.E.  
PE 0048106  
6431 S.W. 145 STREET  
CORAL GABLES, FL. 33158  
(305) 431-6747

GENERATOR BUILDING FOR:  
TOWN OF MIAMI LAKES  
GOVERNMENT CENTER  
6601 MAIN STREET  
MIAMI LAKES, FLORIDA

JOB NUMBER  
2015-0098  
FILE No. :  
DRAWN : 000  
REVIEWED : 000  
CHECKED : 000

Santiago Aranequi  
Reg. No. PE 0048106

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DATE : 10/30/17  
ISSUE

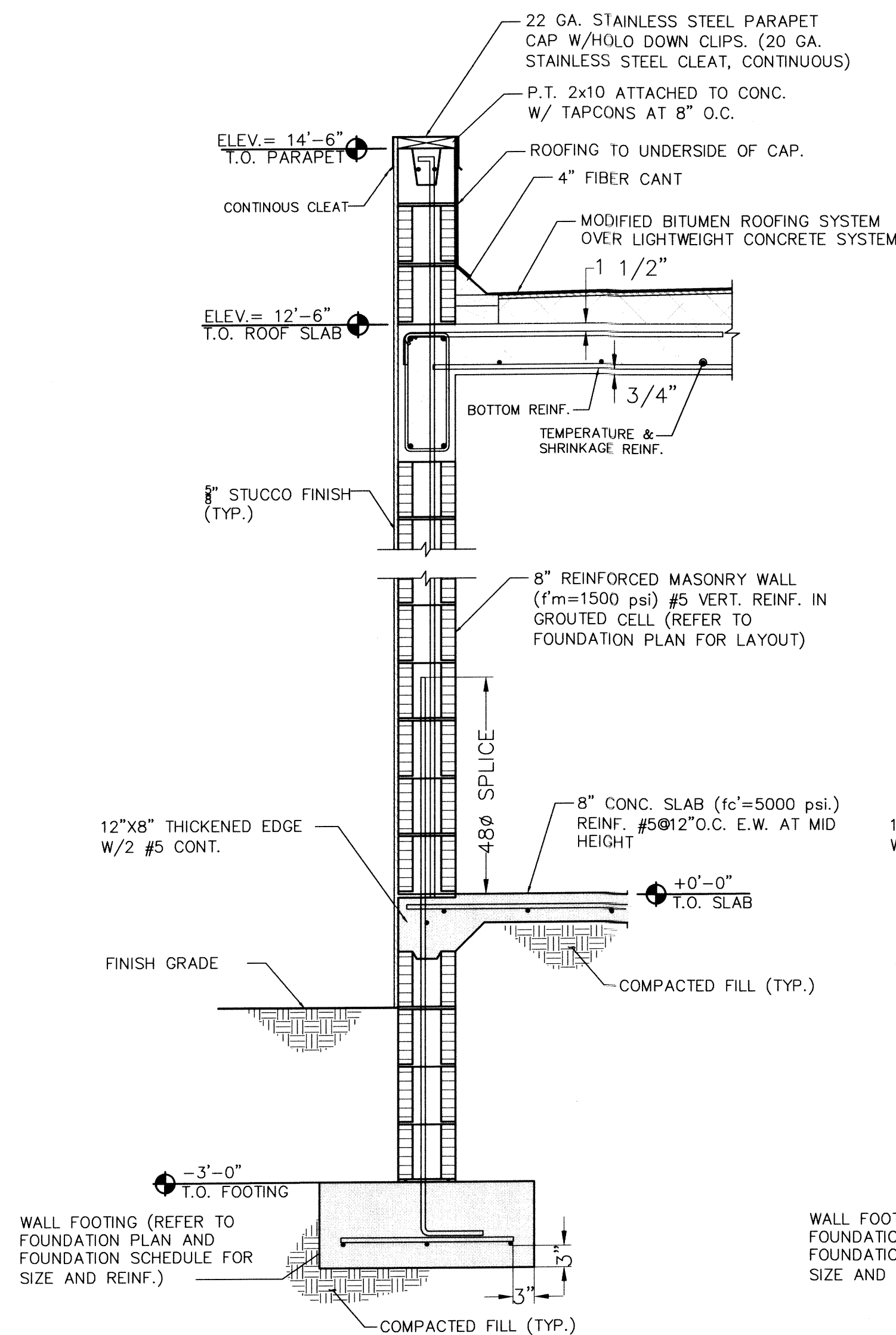
REVISIONS

SHEET TITLE

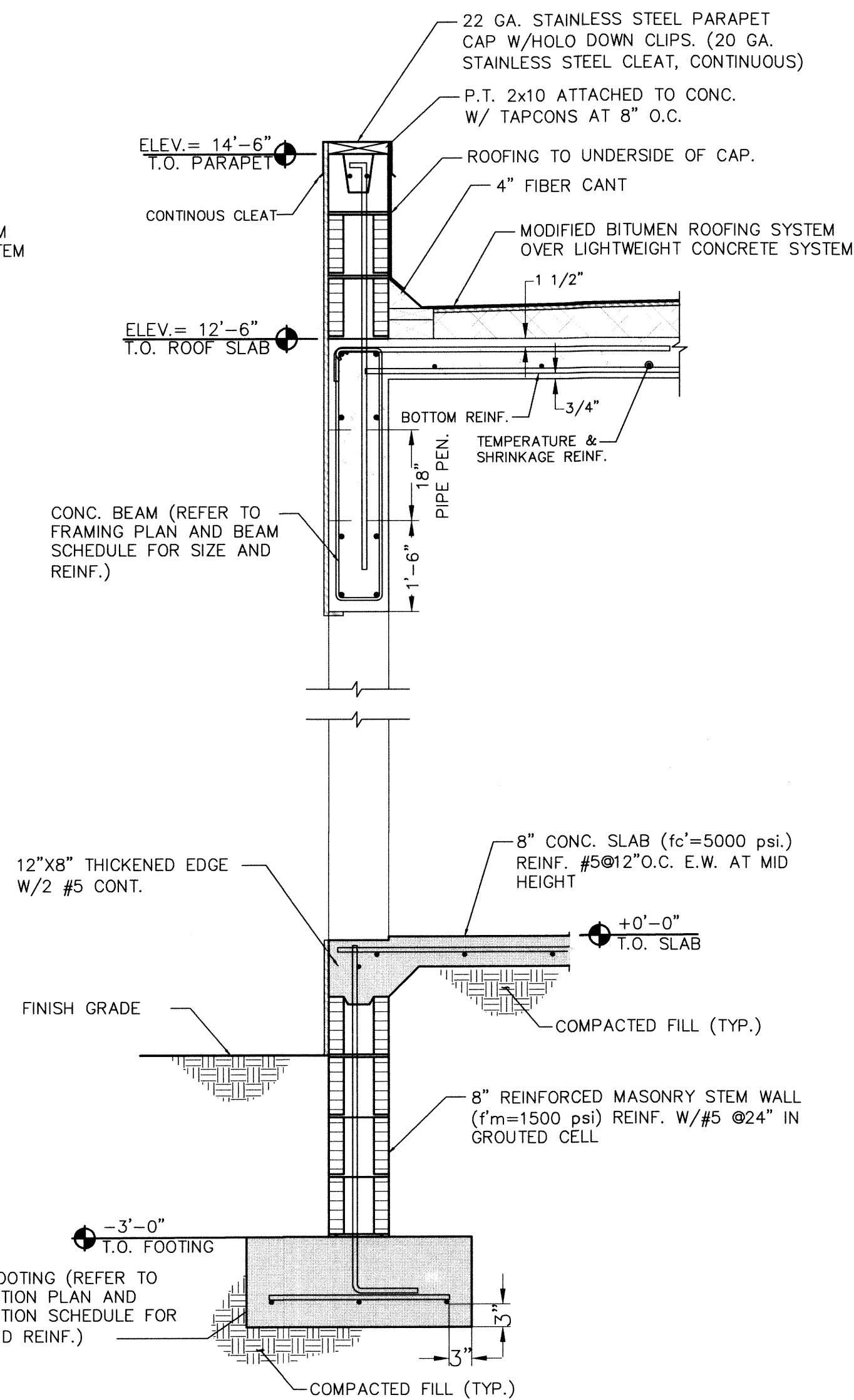
ELEVATIONS

SHEET NUMBER

S-2.1

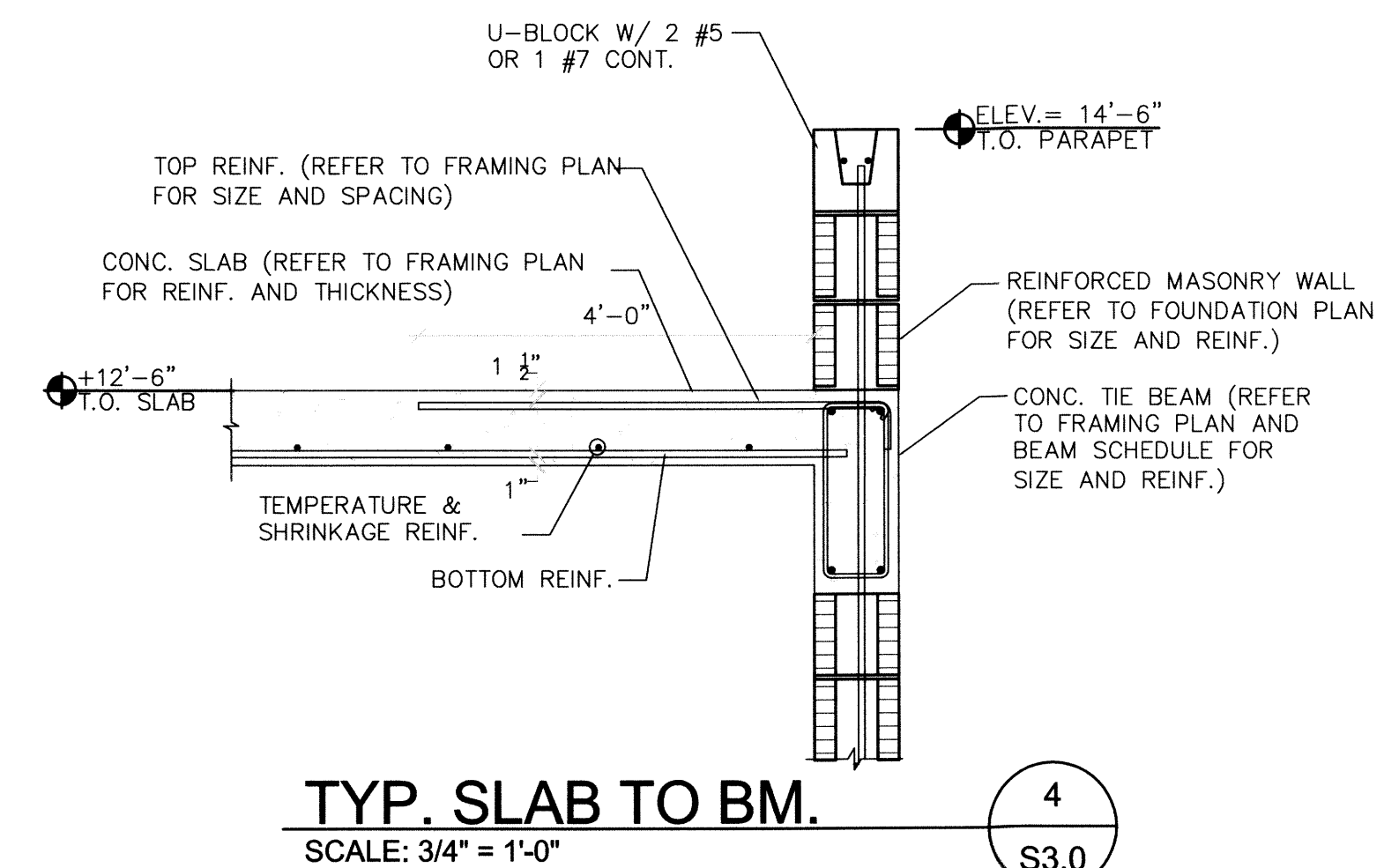
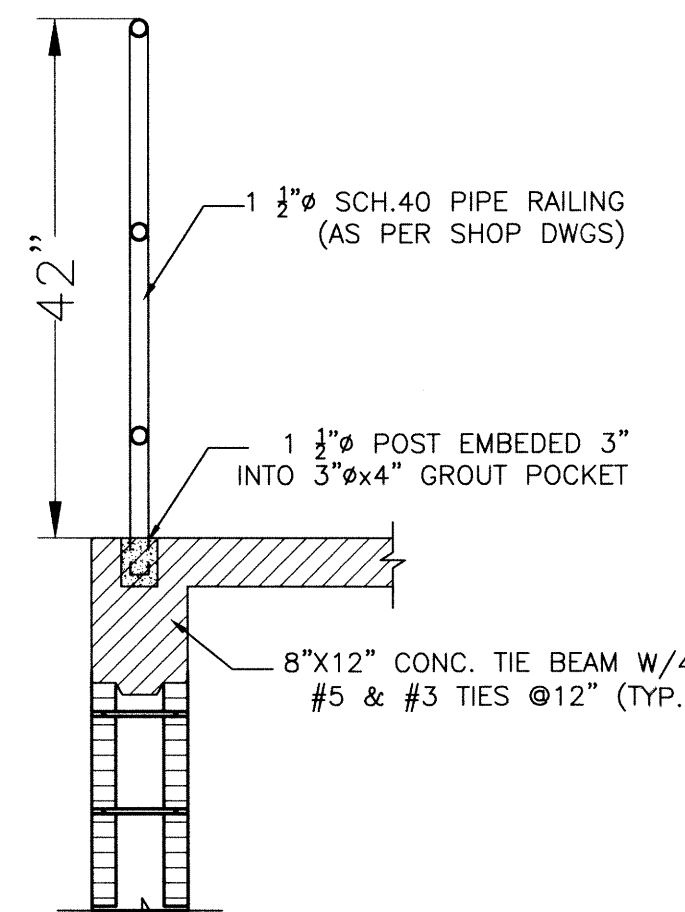


**1**  
S-3.0  
**GENERATOR FOUNDATION/WALL SECTION**  
SCALE: 1/2" = 1'-0"

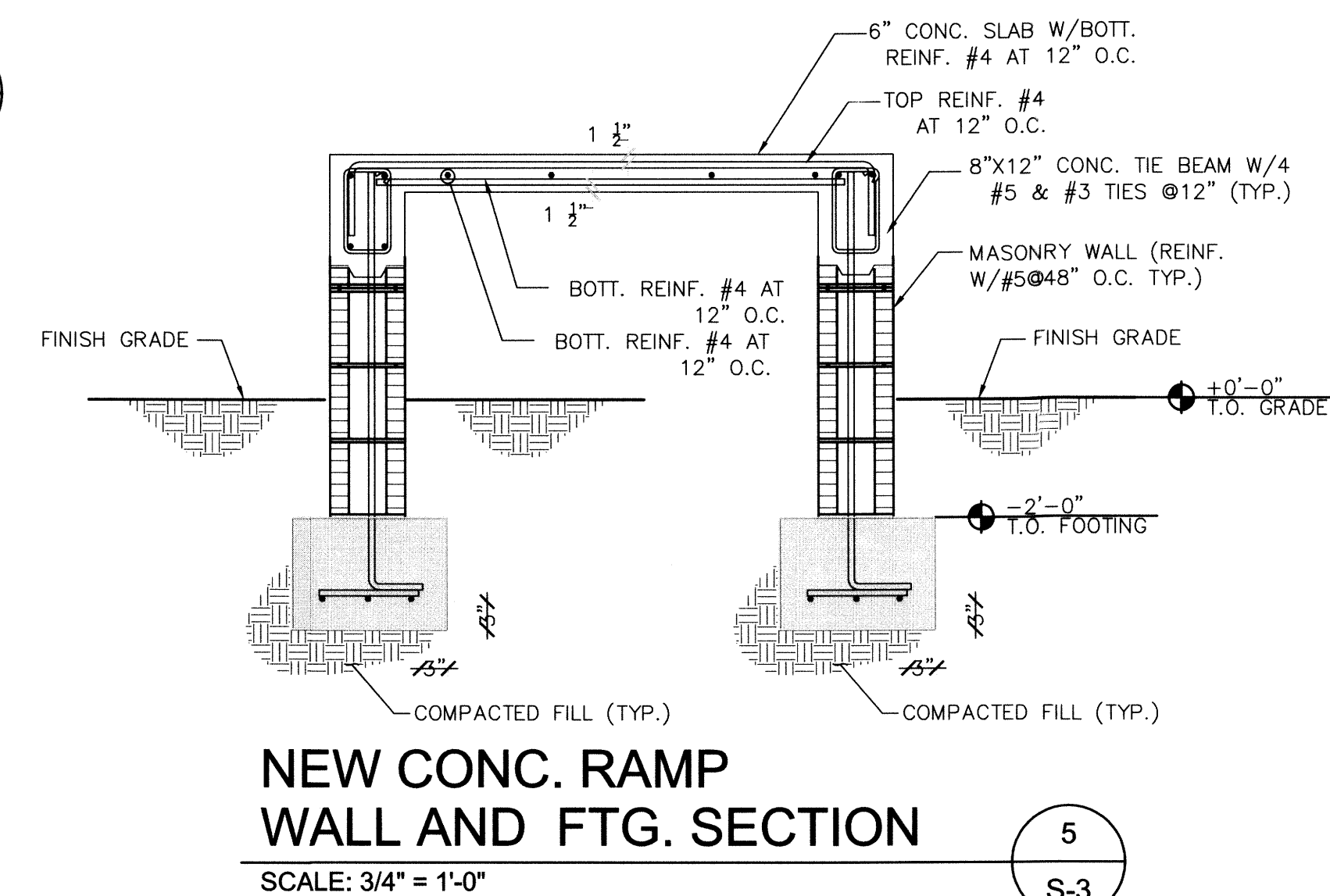


**2**  
S-3.0  
**GENERATOR FOUNDATION/WALL SECTION**  
SCALE: 1/2" = 1'-0"

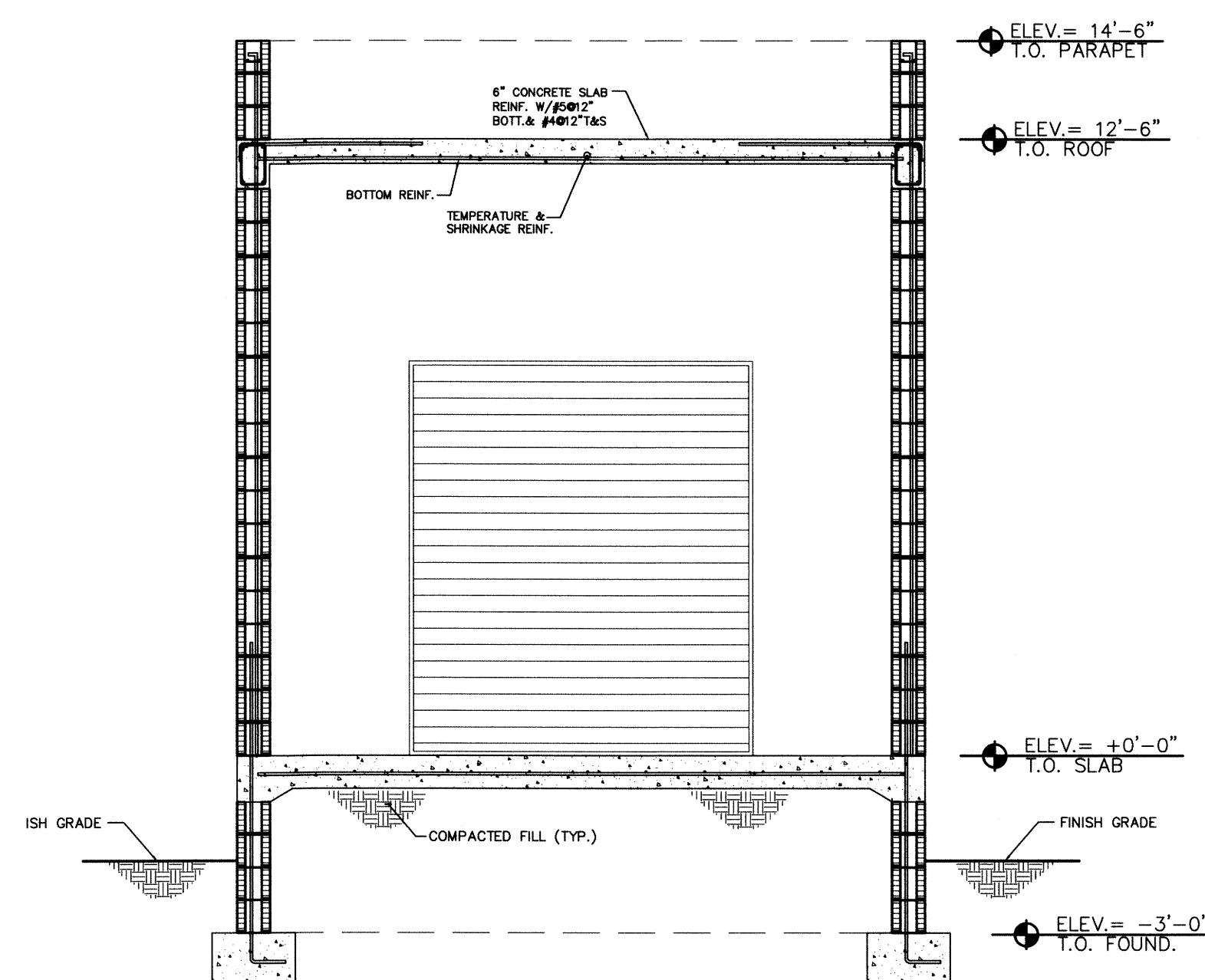
**3**  
S-3  
**RAILING DETAIL**  
SCALE: 3/4" = 1'-0"



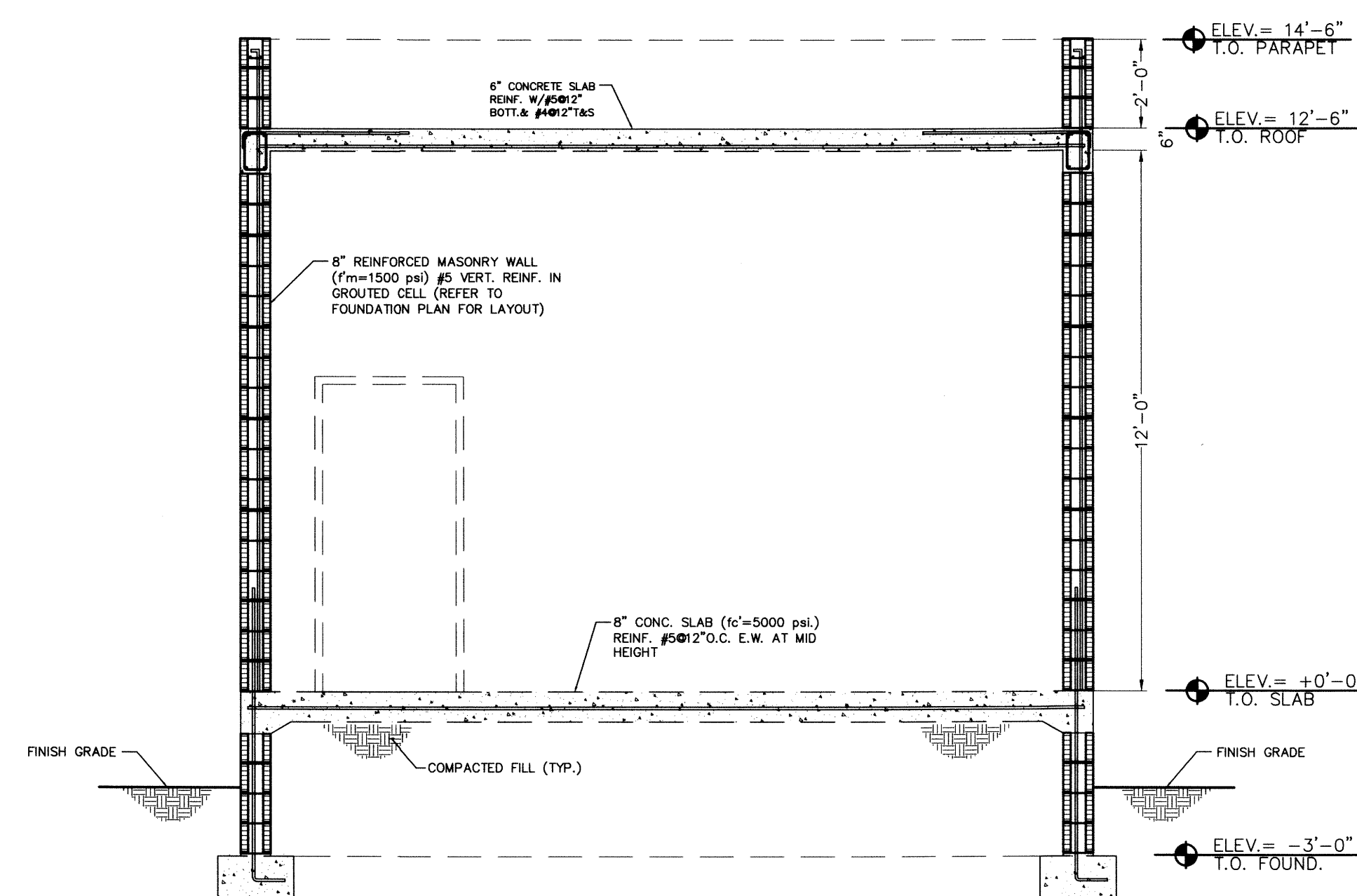
**4**  
S3.0  
**TYP. SLAB TO BM.**  
SCALE: 3/4" = 1'-0"



**5**  
S-3  
**NEW CONC. RAMP WALL AND FTG. SECTION**  
SCALE: 3/4" = 1'-0"



**6**  
S-3.0  
**BUILDING SECTION**  
SCALE: 1/4" = 1'-0"

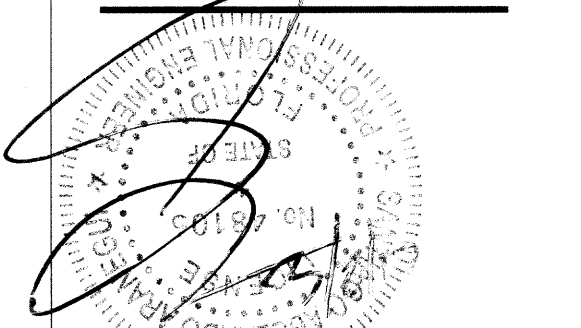


**7**  
S-3.0  
**BUILDING SECTION**  
SCALE: 1/4" = 1'-0"

**SANTIAGO ARANEQUI P.E.**  
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CORAL GABLES, FL. 33158  
(305) 431-6747

GENERATOR BUILDING FOR:  
**TOWN OF MIAMI LAKES GOVERNMENT CENTER**  
6601 MAIN STREET  
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JOB NUMBER  
**2015-0098**  
FILE NO.:  
DRAWN: S O O  
REVIEWED: S O O  
CHECKED: S O O



Santiago Aranequi  
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DATE: 3/8/17  
ISSUE

REVISIONS

SHEET TITLE

SECTION & DETAILS

SHEET NUMBER

S-3.0



1.0 BASIC ELECTRICAL REQUIREMENTS

- 1) SCOPE OF WORK
- A. FOR PURPOSE OF LEGIBILITY, DRAWINGS ARE DIAGRAMMATIC AND ALTHOUGH LOCATION OF EQUIPMENT IS SHOWN TO SCALE, THE CONTRACTOR SHALL VERIFY ALL INFORMATION AT THE SITE BEFORE BIDDING THE JOB.
- B. WHEN DRAWINGS, NOTES AND THESE REQUIREMENTS ARE IN CONFLICT, THE MOST STRINGENT CONDITION SHALL APPLY UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- C. THE WORK CONSISTS OF ALL SUPERVISION, LABOR, MATERIALS, EQUIPMENT AND INSTALLATION REQUIRED FOR THE COMPLETE ELECTRICAL SYSTEMS AS SHOWN ON THE DRAWINGS OR CALLED FOR IN THESE REQUIREMENTS.
- D. FURNISH, INSTALL, AND MAINTAIN TEMPORARY ELECTRICAL POWER AND LIGHTING REQUIRED FOR ALL TRADES.
- E. CONNECT ELECTRICAL EQUIPMENT FURNISHED BY OTHER TRADES EVEN IF NOT SHOWN ON ELECTRICAL DRAWINGS.
- 12) CODES AND STANDARDS
- PERFORM WORK AND FURNISH EQUIPMENT COMPLYING WITH THE FOLLOWING CODES:
- 1) NATIONAL ELECTRICAL CODE (NEC)
- 2) NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
- 3) UNDERWRITERS' LABORATORIES (UL)
- 4) NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
- 5) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
- 6) INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA)
- 7) FLORIDA BUILDING CODE (FBC)
- 8) INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
- 13) SHOP DRAWINGS
- WITHIN 30 DAYS AFTER THE DATE OF THE AWARD OF THE CONTRACT, AND BEFORE ANY MATERIAL OR EQUIPMENT IS PURCHASED, SUBMIT TO THE ENGINEER FOR APPROVAL, A COMPLETE LIST IN QUANTIFICATE OF ELECTRICAL MATERIALS, AND EQUIPMENT TO BE INCORPORATED IN THE WORK, INCLUDE CATALOG NUMBER, DIMENSIONS, INTERCONNECTION DIAGRAMS AND INSTALLATION INSTRUCTIONS.
- 14) OPERATION AND MAINTENANCE MANUALS
- A 4 M MAINTENANCE MANUALS MUST CONTAIN BUT NOT LIMITED TO THE FOLLOWING: SYSTEM DESCRIPTION, AND OPERATING AND MAINTENANCE INSTRUCTIONS.
- 1) MANUFACTURER'S NAME AND MODEL NUMBER OF ALL COMPONENTS.
- 2) CONTROL AND WIRING DIAGRAMS WITH SEQUENCE OF OPERATION.
- 4) LIST OF RECOMMENDED SPARE PARTS.
- 15) AS BUILT DRAWINGS
- AFTER FINAL INSPECTION, FURNISH A SET OF REPRODUCIBLE 'AS BUILT DRAWINGS' SHOWING DEPTHS AND ROUTING OF CONCRED ELECTRICAL, FOR OUTDOOR USE, INSTALLATIONS AND ALL VARIATIONS BETWEEN THE ACTUAL WORK AND AS IT WAS SHOWN ON THE CONTRACT DRAWINGS.
- 16) MATERIALS
- A. FURNISH EQUIPMENT AND MATERIALS THAT ARE NEW AND LATEST DESIGN OF STANDARD PRODUCTS OF MANUFACTURERS REGULARLY ENGAGED IN THE PRODUCTION OF SUCH EQUIPMENT.
- B. ALL MATERIALS SHALL BEAR THE LABEL OF UNDERWRITER'S LABORATORY FOR THE INTENDED USE.
- C. EQUIPMENT ENCLOSURES SHALL BE NEMA 1 FOR INDOOR USE, AND NEMA 4X (STAINLESS STEEL OR 3R AS SHOWN ON DRAWINGS FOR OUTDOOR USE.
- D. FURNISH LIGHTING FIXTURES WITH LAMPS AND 10 PERCENT (TWO MINIMUM) SPARE LAMPS OF EACH TYPE.
- E. FURNISH FUSIBLE EQUIPMENT WITH FUSES AND 10 PERCENT (THREE MINIMUM) OF SPARE FUSES OF EACH TYPE.
- 17) INSTALLATION
- A. INSTALL EQUIPMENT AT THE LOCATIONS SHOWN ON THE DRAWINGS FOLLOWING THE MANUFACTURER'S RECOMMENDATIONS.
- B. COORDINATE INSTALLATION OF UNDERGROUND DUCTS AND CONDUITS WITH EXISTING UNDERGROUND UTILITIES, FIELD VERTY ROUTING AND BURIAL DEPTH. DRAIN DUCTS AWAY FROM BUILDINGS TOWARD MANHOLES. LOW POINTS IN DUCT BANK RUNS ARE NOT ACCEPTABLE.
- C. INSTALL FLOOR MOUNTED SELF SUPPORTED EQUIPMENT ON 4-INCHES HIGH CONCRETE PADS WITH STEEL REINFORCING. USE REQUIRED BOLTS, ANCHORS, INSERTS AND CONDUIT SLEEVES.
- D. MAKE OPENINGS THROUGH WALLS, CEILING, ROADWAYS, FLOOR SLABS, ETC. REQUIRED FOR THE INSTALLATION OF ELECTRICAL EQUIPMENT, BUT CUTTING, WELDING, OR OTHER WEAKENING OF BUILDING STRUCTURE TO SIMPLIFY ELECTRICAL EQUIPMENT AND MATERIALS' INSTALLATION ARE NOT BE PERMITTED. WHERE EXISTING WALLS, CEILING OR FLOOR SLABS HAVE TO BE CUT, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER BEFORE MAKING SUCH CUTS. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE WHILE PROVIDING SUCH OPENINGS AND SHALL PATCH THE SURFACE TO MATCH ADJACENT MATERIALS AND FINISHES.
- E. NO CONDUITS, SLEEVES, PIPES OR ANY OTHER ITEM SHALL BE EMBEDDED IN CONCRETE ALONG OR THROUGH ANY BEAM, COLUMN, FOOTING, GRADE BEAM, SLAB, WALL OR ANY OTHER STRUCTURAL MEMBER WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.
- F. COORDINATE SHIPPING LENGTHS OF SWITCH GEARS AND MOTOR CONTROL CENTERS. THOSE ITEMS SHALL BE ABLE TO BE REMOVED AND REPLACED IN THE FUTURE THROUGH THE PERMANENT ACCESS PROVIDED IN THE STRUCTURE.
- G. PROVIDE 36-INCHES WIDE, 3/16-INCHES THICK RUBBER MATS IN THE FRONT AND REAR OF SWITCH GEARS, MOTOR CONTROL CENTERS AND SWITCHBOARDS. MATS TO COMPLY WITH FEDERAL SPEC'S 22-F-416A.
- 18) TESTING
- UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL ENERGIZE, START-UP AND TEST OPERATE ALL THE SYSTEMS AND EQUIPMENT IN THE PRESENCE OF THE ENGINEER. INSULATION RESISTANCE TESTS SHALL BE MADE ON EACH 480V AND 240V VOLT FEEDER WITH A 500V VOLT DC MEGGER. DEFECTS FOUND SHALL BE CORRECTED.

2.0 RACEWAYS

- 21) RIGID CONDUIT
- A. STEEL: HOT DIPPED ZINC COATED, GALVANIZED, THREADED RIGID STEEL CONFORMING TO ANSI C80, AND FED. SPEC. UU-C-581 USE THREADED GALVANIZED STEEL FITTINGS.
- B. EMT: GALVANIZED CONFORMING TO FEDERAL SPECIFICATION UU-C-563A. FITTINGS TO BE STEEL. USE SET SCREW TYPE AT CONCEALED LOCATIONS AND COMPRESSION TYPE AT EXPOSED LOCATIONS.
- C. PLASTIC: RIGID, SCHEDULE 40, 90 DEGREES C, UL RATED, PVC PLASTIC CONFORMING TO UL 651, FED. SPEC. U-C-1094 AND NEMA 4X FOR OUTDOOR USE. MINIMUM DIMENSIONS SHALL BE 1 1/2" X 1 1/2" X 3/4".
- 22) FLEXIBLE METAL CONDUIT
- LIQUID-TIGHT, FLEXIBLE ZINC COATED CONFORMING TO UL 1 TYPE WITH LIQUID-TIGHT FLEXIBLE PLASTIC SHEATH, CONFORMING TO UL 360 STANDARD. FITTINGS, PER FED. SPEC. U-R-406B AND UL 514.
- 23) LOCATION AND USE OF EACH TYPE OF CONDUIT
- A. USE RIGID CONDUIT FOR ABOVE GROUND EXPOSED INSTALLATIONS EXCEPT IN CORROSIVE AREAS WHERE PVC COATED RIGID GALVANIZED STEEL SHALL BE USED.
- B. USE GALVANIZED THREADED RIGID STEEL CONDUIT AS FOLLOWS:
- 1) WHEREVER SPECIFICALLY CALLED FOR ON DRAWINGS.
- 2) WHERE RACEWAY ELBOWS FROM DUCT BANKS STUB-UP INCLUDING VERTICAL SECTION THRU SLAB.
- 3) FOR UNDERGROUND WORK AS SPECIFIED ON DRAWINGS OR GALVANIZED STEEL CONDUITS AND FITTINGS WITH TWO COATS OF CARBOLINE'S BITUMASTIC NO. 50 OR EQUAL.
- C. USE PLASTIC CONDUIT AS FOLLOWS:
- 1) WHEN INSTALLED IN POURED CONCRETE SLABS OR WALLS.
- 2) FOR UNDERGROUND WORK UNDER SLABS.
- 3) IN DUCT BANKS OR IF SPECIFICALLY CALLED FOR IN TRENCHES. BACK-FILL TRENCHES WITH STRUCTURAL FILL 90% COMPACTED (PROCTOR DENSITY) AND REBOD TO ORIGINAL CONDITION.
- D. USE FLEXIBLE METAL CONDUIT (24 TO 60 INCHES LONG) FOR CONNECTIONS TO ROTATING OR VIBRATING EQUIPMENT.

- 24) INSTALLATION
- A. DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL BENDS, FITTINGS, BOXES, AND SPECIALTIES WHICH MAY BE REQUIRED OR THE EXACT LOCATION OF CONDUITS, EXAMINE THE STRUCTURAL AND FINISH CONDITIONS AFFECTING ALL OF THE WORK AND PLAN IT ACCORDINGLY, FURNISHING SUCH FITTINGS AS MAY BE REQUIRED TO MEET SUCH CONDITIONS. ARRANGE CONDUIT RUNS TO CLEAR BEAMS, PIPES AND OTHER OBSTRUCTIONS AND AVOID INTERFERENCES WITH OTHER TRADES WORK. ANY CHANGES FROM LOCATIONS SHOWN ON THE DRAWINGS MUST BE APPROVED BY THE ENGINEER.
- B. INSTALL RACEWAYS PARALLEL OR PERPENDICULAR TO WALLS, STRUCTURAL MEMBERS, OR INTERSECTIONS OF VERTICAL PLANES AND CEILINGS. INSTALL HORIZONTAL RACEWAYS CLOSE TO CEILING OR CEILING BEAMS, AND ABOVE PIPES AND DUCTS.
- C. SIZE RACEWAY ACCORDING TO NEC, BUT IN NO CASE SHALL BE LESS THAN INDICATED ON DRAWINGS. MINIMUM SIZE SHALL BE 3/4-INCH, EXCEPT FLEXIBLE CONDUITS TO LIGHT FIXTURES CAN BE 3/8" BUT NOT EXCEEDING SIX FEET LONG.
- D. INSTALL CONDUITS PASSING THROUGH WALLS AND SLABS IN PVC SLEEVES. EXTEND SLEEVES THROUGH FULL CONCRETE THICKNESS AND PROVIDE 1/2-INCH CLEARANCE AROUND CONDUITS TO FACILITATE SEALING.
- E. SEAL ANY OPENING MADE IN SLABS OR WALLS TO PREVENT SMOKE OR FIRE SPREAD AND THE PASSAGE OF WATER. USE SEALING COMPOUND APPROVED FOR THE PURPOSE.
- F. USE EXPANSION FITTINGS WHEN CONDUITS CROSS STRUCTURAL EXPANSION JOINTS.
- G. EXCEPT WHERE BOXES, PANELS AND OTHER EQUIPMENT HAVE THREADED OPENINGS, MAKE CONDUIT CONNECTIONS AS FOLLOWS:
- 1) DOUBLE LOCKNUTS, ONE INSIDE AND ONE OUTSIDE.
- 2) PROVIDE MALLEABLE, IRON OR STEEL BUSHING WITH BAKELITE LINER MOLDED AND BONDED INTO THE BUSHING.
- 3) PLACE GROUNDING BUSHING ON END OF CONDUIT IN ADDITION TO LOCKNUTS.
- 25) SUPPORT OF RACEWAY
- A. INSTALL WALL MOUNTED ELECTRICAL EQUIPMENT, WIRING TROUGHS, JUNCTION BOXES AND GROUPS OF TWO OR MORE CONDUITS ON A SYSTEM OF EXTRUDED, GAUGE 12, 1-5/8 INCHES WIDE, ALUMINUM CHANNELS. ATTACH CHANNELS TO WALL WITH STAINLESS STEEL MACHINE BOLTS AND EXPANSION SHIELDS. CHANNELS TO BE SERIES P-10000 WITH COMPATIBLE HARDWARE AND FITTINGS AS MANUFACTURED BY INDIUSTRIAL CO. OR EQUAL.
- B. FASTEN VERTICAL AND HORIZONTAL RUNS OF RACEWAYS AT INTERVALS OF NOT MORE THAN EIGHT FEET AND WITHIN 3 FEET OF BENDS, OUTLETS AND JUNCTION BOXES.
- C. SUPPORT SINGLE CONDUITS NOT LARGER THAN 1-1/2 INCHES IN DIAMETER BY MEANS OF TWO-HOLE PIPE STRAPS OR INDIVIDUAL PIPE HANGERS. FOR CONDUITS LARGER THAN 1-1/2 INCHES IN DIAMETER USE INDIVIDUAL PIPE HANGERS.
- D. SPACE CONDUITS INSTALLED AGAINST CONCRETE SURFACES NOT LESS THAN 1/4 INCH AWAY FROM THE SURFACES BY CLAMP BACKS OR OTHER APPROVED MEANS.
- E. FURNISH HANGER RODS MADE OF GALVANIZED STEEL, OF NOT LESS THAN 1/4 INCH IN DIAMETER WHEN CONCEALED ABOVE A SUSPENDED CEILING, GALVANIZED PERFORATED STEEL STRAPPING IS ACCEPTABLE.
- F. SUPPORT BRANCH CIRCUIT RACEWAYS INSTALLED ABOVE SUSPENDED CEILING INDEPENDENTLY OF THE CEILING SUPPORT SYSTEM. WHEREVER POSSIBLE, THEY SHALL BE FASTENED TO THE UNDERSIDE OF THE SLAB ABOVE.

3.0 CONDUCTORS (600 VOLTS)

- 31) MATERIAL
- A. FURNISH CONDUCTORS OF 98% ANNEALED COPPER, 600 VOLT CLASS B, HEAT AND MOISTURE RESISTANT, THERMOPLASTIC TYPE THHN/THU (SIZED BY THU RATING) WITH A POLYVINYL CHLORIDE INSULATION RESISTANT TO OIL, GASOLINE AND WEATHER. INSULATION SHALL MEET UL STANDARD 83.
- B. CONDUCTORS TO BE STRANDED: 10 THROUGH 14 SHALL BE 1 STRAND; 11 THROUGH 14, 10 STRAND AND 250 MCM THROUGH 500 MCM, 31 STRAND.
- 32) IDENTIFICATION
- A. COLOR CODE FOR POWER CONDUCTORS AS FOLLOWS:
- 1) 120/208 VOLT SYSTEM: WHITE-NEUTRAL, BLACK-PHASE A, BLUE-PHASE B, RED-PHASE C.
- 2) 277/480 VOLT SYSTEM: GRAY-NEUTRAL, BROWN-PHASE A, ORANGE-PHASE B, YELLOW-PHASE C.
- 3) BONDING CONDUCTOR GREEN.
- B. IDENTIFY FEEDERS, BRANCH CIRCUITS AND INSTRUMENTATION AND CONTROL WIRES AT TERMINATIONS, JUNCTION AND PULL BOXES.
- 33) INSTALLATION
- A. DO NOT USE CONDUCTORS SMALLER THAN #12 FOR POWER AND #14 FOR CONTROL UNLESS SPECIFICALLY INDICATED ON DRAWINGS.
- B. DO NOT PULL CONDUCTORS INTO CONDUITS UNTIL THE MECHANICAL WORK HAS BEEN COMPLETED.
- C. GROUP AND TIE CONDUCTORS IN PANEL BOARDS, JUNCTION BOXES, PULL BOXES, ETC. FOR A NEAT AND ORDERLY APPEARANCE.
- D. USE CONNECTORS, TERMINALS AND SPLICES THAT ARE DESIGNED AND APPROVED FOR THE SPECIFIC TYPE AND SIZE OF THE CONDUCTORS BEING CONNECTED.
- E. FIREPROOF FEEDERS WHERE NOT PROTECTED BY CONDUITS LIKE IN MANHOLES, SWITCH GEARS, ETC.

4.0 OUTLET, PULL AND JUNCTION BOXES

- A. OUTLET BOXES IN INDOOR FINISHED WALLS TO BE GALVANIZED STEEL, 4" X 4" X 1-1/2" CONFORMING TO FEDERAL SPECIFICATIONS UC-883 AND ANSI-C33.65.
- B. EXTERIOR OUTLET BOXES, BOXES AND FITTINGS EMBEDDED IN CONCRETE, AND BOXES FOR EXPOSED CONDUIT RUNS SHALL BE CAST OF RUST RESISTING METAL, WITH FULL THREADED HUELL AND SCREW TYPE RUBBER GASKET COVERS.
- C. INSTALL BOXES FOR LIGHT SWITCHES LOCATED NEAR DOORS ON THE LOCK SIDE, EVEN WHERE THE SYMBOLS ARE INDICATED ON THE HINGE SIDES.
- D. PULL AND JUNCTION BOXES SHALL BE OF 12 GAUGE WELDED ALUMINUM WITH HINGED COVER. NEMA 12 FOR INDOOR USE AND NEMA 4X FOR OUTDOOR USE. MINIMUM DIMENSIONS SHALL BE 12" X 12" X 6".
- E. IN CORROSIVE AREAS OR WHERE CALLED FOR ON DRAWINGS, FURNISH PULL AND JUNCTION BOXES OF 14 GAUGE STAINLESS STEEL.
- F. WHEN SPRINGING CONTROL CONDUCTORS IN BOXES USE SCREW TYPE TERMINAL STRIP BLOCKS CLASS 9090 (G) AS MANUFACTURED BY SQUARE D OR EQUAL. IDENTIFY EVERY WIRE AT BOTH SIDES AND PROVIDE GRADE TYPE LUGS FOR TERMINATION.
- G. PROVIDE PULL AND JUNCTION BOXES WHERE REQUIRED TO REDUCE LENGTH OF CABLE PULL OR REDUCE NUMBER OF ELBOWS BETWEEN OUTLETS.

5.0 SWITCHES AND RECEPTACLES

- A. FURNISH WALL SWITCHES OF THE QUIET AND TOTALLY ENCLOSED TUMBLER TYPE, WITH BODIES OF PHENOLIC COMPOUND. WIRING TERMINALS SHALL BE OF THE SCREW TYPE. NO MORE THAN ONE SWITCH SHALL BE INSTALLED IN A SINGLE-GANG POSITION. SWITCHES SHALL CONFORM TO FEDERAL SPECIFICATIONS US-58966, HUBBELL 121 AND 123, OR APPROVED EQUAL.
- B. USE 120A, 125 V, DUPLEX, U-SLOTTED, GROUNDING TYPE RECEPTACLES THAT CONFORM TO FEDERAL SPECIFICATIONS UC-5940, HUBBELL 5343, OR EQUAL.
- C. MOUNT DUPLEX RECEPTACLES VERTICALLY. BOXES MOUNTED BACK TO BACK ARE NOT BE PERMITTED. GANGED RECEPTACLES AND SWITCHES SHALL HAVE SINGLE MULTI-GANG COVER PLATE.
- D. FURNISH HOSPITAL GRADE GROUND FAULT INTERRUPTER WITH DIFFERENTIAL CURRENT TRANSFORMER, SOLID STATE SENSING CIRCUITRY AND CIRCUIT INTERRUPTER SENSITIVITY TO BE 5 MA, TRIPPING TIME 1/30TH OF A SECOND.
- E. WHEN INSTALLING RECEPTACLES IN OUTDOOR LOCATIONS USE CAST-METAL OUTLET BOXES WITH GASKET WEATHERPROOF CAST-METAL COVER PLATES AND SPRING-FLAP CAP OVER EACH RECEPTACLE.
- F. USE STAINLESS STEEL COVER PLATES FOR SWITCHES AND RECEPTACLES EXCEPT IN NON-INDUSTRIAL AREAS SUCH AS OFFICES, REST ROOMS, LABORATORIES, ETC.

6.0 MOTOR DISCONNECT SWITCHES & STARTERS

- A. PROVIDE EACH MOTOR WITH A DISCONNECTING MEANS MEETING THE REQUIREMENTS OF NEC, ARTICLE 430. SWITCHES SHALL BE HEAVY DUTY, HORSE POWER RATED, SUITABLE TO BE PADLOCKED IN 'OFF' POSITION AND CONFORM TO FEDERAL SPECS U-S-865, NEMA KS1 AND ANSI C33.6-4. IF FUSES ARE REQUIRED, THEY SHALL BE CURRENT LIMITING TYPE.
- B. SIZE DISCONNECTS AND STARTERS FOR THE FULL LOAD OF THE CONTROLLED MOTOR. THE HORSEPOWER RATINGS INDICATED ON THE DRAWINGS ARE SHOWN FOR THE BENEFIT OF THE CONTRACTOR AND DO NOT LIMIT EQUIPMENT SIZE.
- C. FOR SINGLE-PHASE FRACTIONAL HORSEPOWER MOTORS, A SINGLE OR DOUBLE-POLE TOGGLE SWITCH WILL BE ACCEPTABLE PROVIDED THE AMPERE RATING OF THE SWITCH IS AT LEAST 125 PERCENT OF MOTOR RATING.
- D. SWITCHES SHALL BE THE QUICK-BREAK TYPE AND DISCONNECT ALL UNGROUNDED CONDUCTORS.
- E. FOR MOTORS LARGER THAN 1/4 HORSEPOWER, FURNISH STARTERS SPECIFICALLY DESIGNED FOR THE PURPOSE AND HAVING A HORSEPOWER RATING EQUAL TO THE MOTOR CONTROLLED.
- F. PROVIDE MOTORS OF 1/8 HORSEPOWER OR LARGER WITH THERMAL OVERLOAD PROTECTION. THE OVERLOAD PROTECTION DEVICE, OF THE MANUAL RESET TYPE AND WITH CONTACTS ON EACH PHASE, SHALL BE PART OF THE STARTER. SIZE THE OVERLOAD HEATER ELEMENTS ACCORDING TO THE MOTOR MANUFACTURER'S RECOMMENDATIONS AND BASED ON THE ACTUAL MOTOR NAMEPLATE FULL-LOAD CURRENT.
- G. PROVIDE EACH MOTOR WITH A SUITABLE CONTROLLER OR DEVICE TO MAKE IT PERFORM AS REQUIRED. AUTOMATIC CONTROL DEVICES SUCH AS THERMOSTATS, FLOAT OR PRESSURE SWITCHES MAY DIRECTLY CONTROL THE START-STOP OF MOTORS UP TO 1/4 HORSEPOWER, PROVIDED THE DEVICES USED ARE DESIGNED FOR THE PURPOSE AND HAVE AN ADEQUATE HORSEPOWER RATING. WHEN THE AUTOMATIC-CONTROL DEVICE DOES NOT HAVE SUCH A RATING, A MAGNETIC STARTER SHALL BE USED WITH THE AUTOMATIC CONTROL DEVICE ACTIVATING THE COIL OF THE CONTACTOR.
- H. PROVIDE 3 POSITION MANUAL-OFF-AUTO SWITCH WHEN MANUAL AND AUTOMATIC CONTROL IS REQUIRED. CONNECT THE SELECTOR SWITCH SO THAT ONLY THE AUTOMATIC DEVICES ARE BY-PASSED WHEN THE SWITCH IS IN THE 'MANUAL' POSITION. ALL SAFETY DEVICES SUCH AS PRESSURE AND TEMPERATURE SWITCHES, MOTOR OVERLOAD AND SAFETY SWITCHES SHALL BE ACTIVE IN 'MANUAL' AND 'AUTOMATIC' POSITIONS.
- I. FURNISH COMBINATION MOTOR STARTERS OF THE MOLDED CASE, MOTOR CIRCUIT PROTECTOR, CIRCUIT BREAKER TYPE, THREE PHASE, OF THE VOLTAGE AND SIZE AS SHOWN ON THE DRAWINGS BUT NOT SMALLER THAN THE SIZE REQUIRED BY THE CONTROLLED MOTOR. 120 VOLT CONTROL CIRCUIT, 3 THERMAL INTERCHANGEABLE OVERLOAD RELAYS, 'HAND-OFF-AUTO' OR 'ON-OFF' SWITCH AS REQUIRED BY THE APPLICATION, RED AND GREEN PILOT LIGHTS AND FOUR NORMALLY CLOSED AND NORMALLY OPEN INTERLOCK CONTACTS.
- K. THE STARTER DISCONNECT SHALL BE OPERABLE BY AN EXTERNAL 'ON-OFF' LABELED HANDLE, INTERLOCKED TO PREVENT OPENING THE ENCLOSURE DOOR WHILE THE DISCONNECT IS IN THE 'ON' POSITION EXCEPT WHEN CONSCIOUSLY OPERATING A PERMISSIVE RELEASE DEVICE.
- L. FURNISH STARTERS MANUFACTURED BY SQUARE D, CLASS 8536, ALLEN BRADLEY BULLETIN NO. 509, OR EQUAL.

7.0 PANEL BOARDS

PROVIDE DEAD FRONT CIRCUIT BREAKER TYPE PANEL BOARDS WITH COPPER BUS AND AS SCHEDULED ON DRAWINGS. EACH PANEL BOARD SHALL BE PROVIDED WITH A SEPARATE GROUND BUS IN ADDITION TO THE NEUTRAL BUS. CIRCUIT BREAKERS SHALL BE BOLT-ON TYPE, INTERRUPTING CAPACITY OF PANEL AND CIRCUIT BREAKERS SHALL BE 10,000 AMPS MINIMUM FOR 120-240 VOLT CIRCUIT BREAKERS AND 10,000 AMPS MINIMUM FOR 277-480 VOLT CIRCUIT BREAKERS. A TYPEWRITTEN DIRECTORY SHALL CLEARLY IDENTIFY THE LOAD SERVED BY EACH CIRCUIT AND SHALL BE MOUNTED INSIDE THE DOOR IN A METAL FRAME WITH PLASTIC COVER. CIRCUIT NUMBERS SHALL BE PERMANENTLY INDICATED ADJACENT TO EACH CIRCUIT BREAKER.

8.0 GROUNDING

- A. INSTALL GROUNDING AS SHOWN ON DRAWINGS. WHERE NOT INDICATED, INSTALL IN COMPLIANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE. DO NOT USE CONDUCTORS SMALLER THAN SIZE AUG #2.
- B. INACCESSIBLE CONNECTIONS SHALL BE MADE WITH THE EXOTHERMIC WELDING PROCESS USING EQUIPMENT MANUFACTURED BY BURNDY OR ERCO PRODUCTS OR EQUAL.
- C. ACCESSIBLE CONNECTIONS SHALL BE MADE WITH BURNDY, MULTIPLE BOLT CONNECTORS SPECIFICALLY APPROVED FOR THE APPLICATION.
- D. TO ASSURE ELECTRICAL CONTINUITY, INSTALL JUMPFERS ACROSS METAL PARTS SEPARATED BY NON-CONDUCTING MATERIALS OR ATTACHED TOGETHER BY HIGH RESISTANCE JOINTS.
- E. DO NOT EMBED GROUNDING CABLES DIRECTLY IN CONCRETE. USE SLEEVES WHEN PASSING CABLES THROUGH CONCRETE. BARE COPPER CABLES BURIED IN EARTH SHALL BE TINNED.
- F. FURNISH GROUND RODS OF COPPER CLAD STEEL, 3/4 INCH IN DIAMETER, 10 FEET LONG, DRIVEN FULL LENGTH INTO THE EARTH. MAXIMUM RESISTANCE TO GROUND IS LIMITED TO 25 OHMS. ADDITIONAL GROUND RODS SHALL BE DRIVEN IF REQUIRED TO MAINTAIN THIS LEVEL.
- G. PARTS TO BE GROUNDED: SWITCH GEAR AND PANEL BOARD FRAMES, FIXTURES AND DEVICES, CABLE SHEATHS, NEUTRAL OF TRANSFORMERS, BOXES AND RACEWAYS, MOTOR FRAMES, STREET LIGHTS, NON-CURRENT CARRYING PARTS OF APPLIANCES AND DEVICES, AND ALL OTHER PARTS AND EQUIPMENT AS REQUIRED BY NEC. NEVER USE A NEUTRAL WIRE AS GROUNDING MEANS.
- H. BOND EQUIPMENT WITH CONDUCTORS INSTALLED IN SAME CIRCUIT RACEWAY.
- I. PROVIDE POWER AND LIGHTING CIRCUIT AND 120 VOLT GROUNDING RECEPTACLE WITH A GREEN GROUNDING CONDUCTOR OF THE SAME SIZE AND TYPE AS THE PHASE CONDUCTOR AND RUNNING IN THE SAME CONDUIT.
- J. MAKE BONDING TO EQUIPMENT WITH APPROVED SOLDERLESS CONNECTOR. CONTACT SURFACE SHALL BE UNPAINTED AND THOROUGHLY CLEANED BEFORE CONNECTION IS MADE TO INSURE A GOOD METAL CONTACT.

9.0 TRANSFORMERS

- A. FURNISH DRY TYPE, THREE OR SINGLE PHASE TRANSFORMERS OF THE SIZE AND VOLTAGE INDICATED ON THE DRAWINGS, WITH FOUR (TWO ABOVE AND TWO BELOW) 2-1/2" FCN TAPS, HOUSED IN A DRIP-PROOF ENCLOSURE WITH FRONT ACCESSIBLE WIRING COMPARTMENT AND CONFORMING TO THE APPLICABLE REQUIREMENTS OF ANSI, IEEE, AND NEMA STANDARDS.
- B. CORE AND COIL ASSEMBLY TO BE VACUUM IMPREGNATED WITH CLASS H INSULATION. TEMPERATURE RISE NOT TO EXCEED 15 DEGREE C.
- C. TRANSFORMERS SOUND LEVEL NOT TO EXCEED FOLLOWING VALUES: 0 TO 9 KVA, 36 DB; 10 TO 45 KVA, 42 DB; 50 TO 100 KVA, 45 DB.
- D. BOLT FLOOR MOUNTED TRANSFORMERS TO FLOOR WHEN WALL MOUNTED, PROVIDE STEEL BRACKET ANGLES AND BOLT TRANSFORMER TO BRACKET. USE NEOPRENE ISOLATION PADS TO ISOLATE VIBRATIONS.
- E. ADJUST PRIMARY TAPS TO PROVIDE A SECONDARY VOLTAGE WITHIN + 5% OF NOMINAL VOLTAGE.

10.0 DUCT BANKS

- A. DUCT BANKS OF THE SIZE INDICATED ON DRAWINGS, SHALL CONSIST OF A NUMBER OF INDIVIDUAL PVC DUCTS AS INDICATED, ENCASED IN A REINFORCED CONCRETE ENVELOPE.
- B. USE PVC SCHEDULE 40 CONDUITS WITH MOLDED INTERLOCKING SPACERS. CONCRETE TO BE CLASS C, 2500 POUNDS PSI. PROVIDE #2 AUG FULL WIRE IN ALL EMPTY CONDUITS.
- C. SLOPE DUCTS A MINIMUM OF 3 INCHES PER 100 FEET. SLOPE TO BE AWAY FROM BUILDINGS, FROM ONE MANHOLE TO THE NEXT OR BOTH WAYS FROM A HIGH POINT BETWEEN MANHOLES. KEEP THE HIGHEST POINT NOT LESS THAN 24 INCHES BELOW THE FINISHED GRADE.

11.0 SAFETY MEASURES

- A. CONTRACTOR SHALL FOLLOW SAFETY MEASURES OUTLINED IN NFPA 70 AND NFPA 70E.

ELECTRICAL SYMBOL LEGEND

BOXES & FITTINGS

- CEILING MOUNTED JUNCTION BOX
- WALL MOUNTED JUNCTION BOX, 18" AFF. OR AS OTHERWISE NOTED.
- CEILING MOUNTED JUNCTION BOX, 12"x12"x6" DEEP MINIMUM UNLESS OTHERWISE INDICATED FOR DISTRIBUTION OF TELEPHONE/DATA SYSTEM
- PULLBOX, SIZED AS INDICATED OR AS REQUIRED BY NEC.

PANELBOARDS

- POWER, LIGHTING OR DISTRIBUTION PANELBOARD. (NEW)

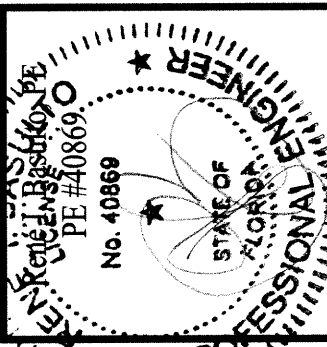
WIRING

- HOMERUN TO PANEL 1A1-3-5 ARE CIRCUIT NO'S. TICKS ARE NO. OF CONDUCTORS ( / ) INDICATES GROUND WIRE SIZED AS PER NEC. ART. 250.
- INDICATES A CONDUIT RUN CONCEALED IN A CEILING OR WALL.
- INDICATES A CONDUIT RUN CONCEALED IN FLOOR EMBEDDED IN CONCRETE OR UNDERGROUND AT 24" BELOW GRADE MINIMUM.
- INDICATES A CAPPED CONDUIT.
- INDICATES A FLEXIBLE METAL CONDUIT CONNECTION. USE LIQUID TIGHT CONDUIT IN WET, DAMP OR OILY LOCATIONS.
- FLEXIBLE EQUIPMENT CONNECTION.
- CONDUIT RUN TURNED DOWN.
- CONDUIT RUN TURNED UP.
- CONDUIT EXPANSION JOINT.

SWITCHES

- S<sub>K</sub> SINGLE POLE TOGGLE SWITCH, 20A, KEY OPERATED 120/277 VAC. MOUNTED 48" AFF.
- S<sub>D</sub> SINGLE POLE TOGGLE SWITCH, 20A, 120/277 VAC. MOUNTED 48" AFF. 1" SWITCH LEG.
- S<sub>3</sub> S<sub>4</sub> THREE-WAY AND FOUR-WAY TOGGLE SWITCHES 20A, 120/277 VAC. MOUNTED 48" AFF.
- S<sub>M</sub> MANUAL MOTOR STARTER TOGGLE SWITCH WITH OVERLOADS, 48" AFF.
- 3P 60 50 SAFETY SWITCH, 3P, NO. OF POLES, 60 = SWITCH SIZE, 50 = FUSE SIZE.

REVISIONS	BY
3	01-09-2015 OWNER REV.
	R.I.B.



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GENERATOR INSTALLATION  
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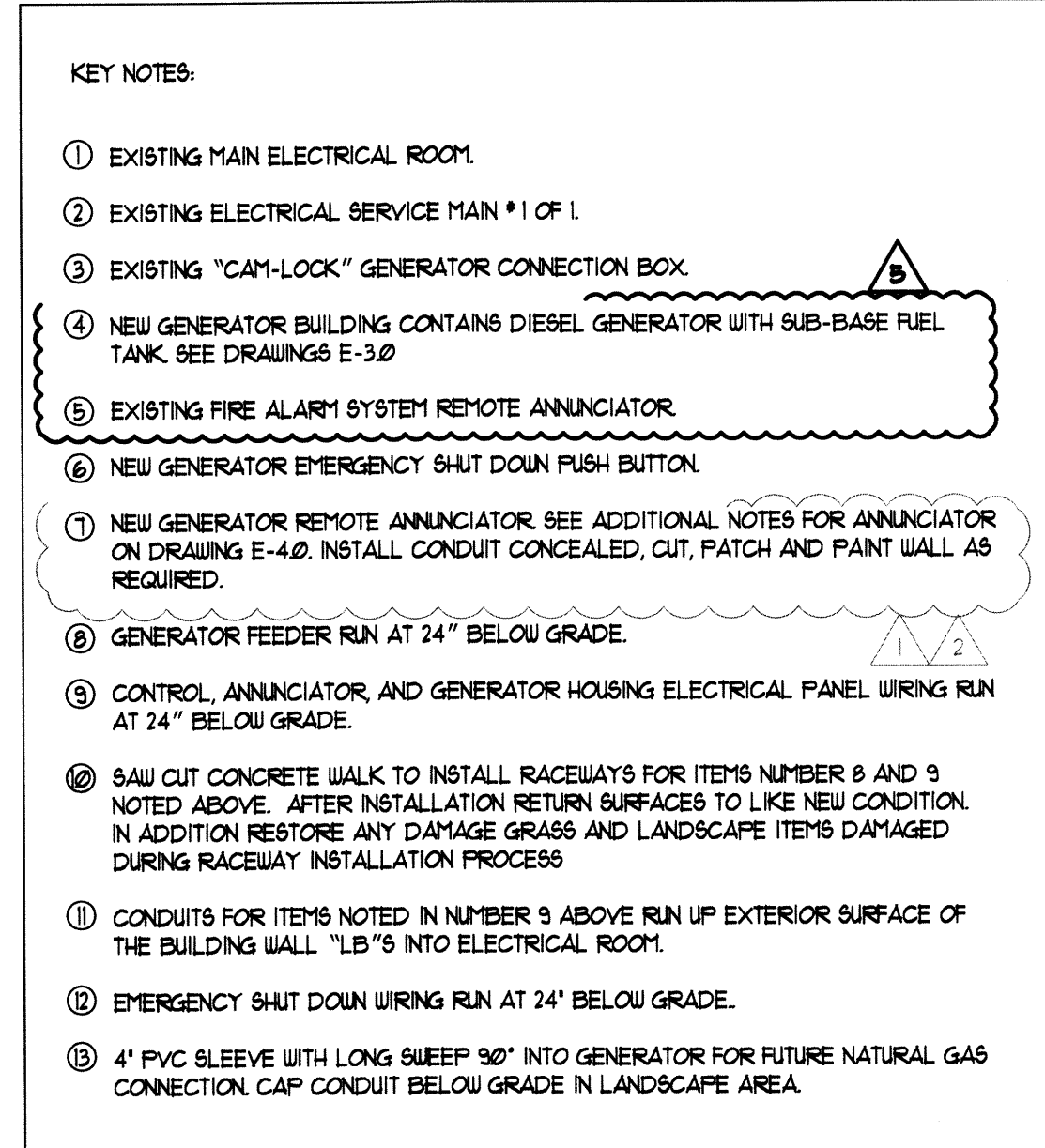


GENERAL NOTES AND  
SYMBOL LEGEND

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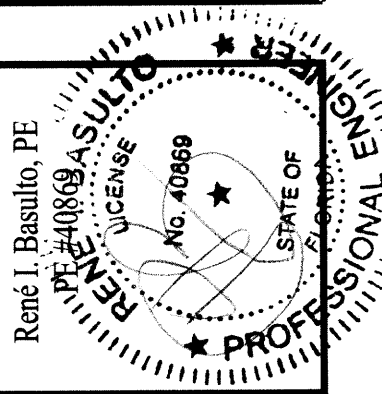
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DATE 10-25-2016
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SHEET E-1.0
SHEETS





The site plan illustrates the proposed development at the intersection of Main Street and Highway 101. The central focus is a large, multi-story building complex with various rooms and a parking lot. A dark rectangle highlights the 'AREA OF WORK' on the eastern side of the main building. The plan shows the layout of the building, parking spaces, and surrounding infrastructure, including Main Street and Highway 101. The plan is oriented with North at the top.

REVISIONS		BY
1	12-2-2014 B.D.C.	C.Y.
2	12-10-2014 FIRE REV.	C.Y.
3	01-09-2015 OWNER REV.	R.I.B.
4	04-09-2015 WALL REV.	R.I.B.
5	10-25-2016 GEN. BLDG.	R.I.B.



MAR 20 2017

TOWN OF MIAMI LAKES  
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GENERATOR INSTALLATION  
6601 MAIN STREET, MIAMI LAKES 33016



## ELECTRICAL SITE PLAN

**BASULTO**  
**ASSOCIATES**  
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PANEL: LIRI										GE PANEL BOARD				10,000 A.I.C. 200 A. M.L.O. SURFACE MTD.			
EXISTING										120/208V, 3 PH, 4 W.							
CKT.	WIRE	COND.	BKR.	SERVES	LOAD V-A			SERVES	BKR.	COND.	WIRE	CKT.					
					A *	B *	C *										
85			20	EXISTING LOAD				EXISTING LOAD	20			86					
87			20	EXISTING LOAD				EXISTING LOAD	20			88					
89			20	EXISTING LOAD				EXISTING LOAD	20			90					
91			20	EXISTING LOAD				EXISTING LOAD	20			92					
93			20	EXISTING LOAD				EXISTING LOAD	20			94					
95			20	EXISTING LOAD				SPARE	20			96					
97			20	EXISTING LOAD				EXISTING LOAD	20			98					
99			20	EXISTING LOAD				SPARE	20			100					
101			20	EXISTING LOAD				SPARE	20			102					
103			20	SPARE				SPARE	20			104					
105			20	SPARE				SPARE	20			106					
107			20	SPARE				SPARE	20			108					
109			20	SPARE				SPARE	20			110					
111			20	SPARE				SPARE	20			112					
113			20	SPARE				SPARE	20			114					
115			20	SPARE				SPARE	20			116					
117			20	SPARE				SPARE	20			118					
119			20	SPARE				SPARE	20			120					
121			20	SPARE				RECEPTACLE	20	3/4"	12	122					
123			20	SPARE					2			124					
125			20	SPARE				NEW PANEL 'G'	60	①	②	126					
CONNECTED V-A PER Ø								CONNECTED LOAD:									
TOTAL AMPS. PER Ø																	

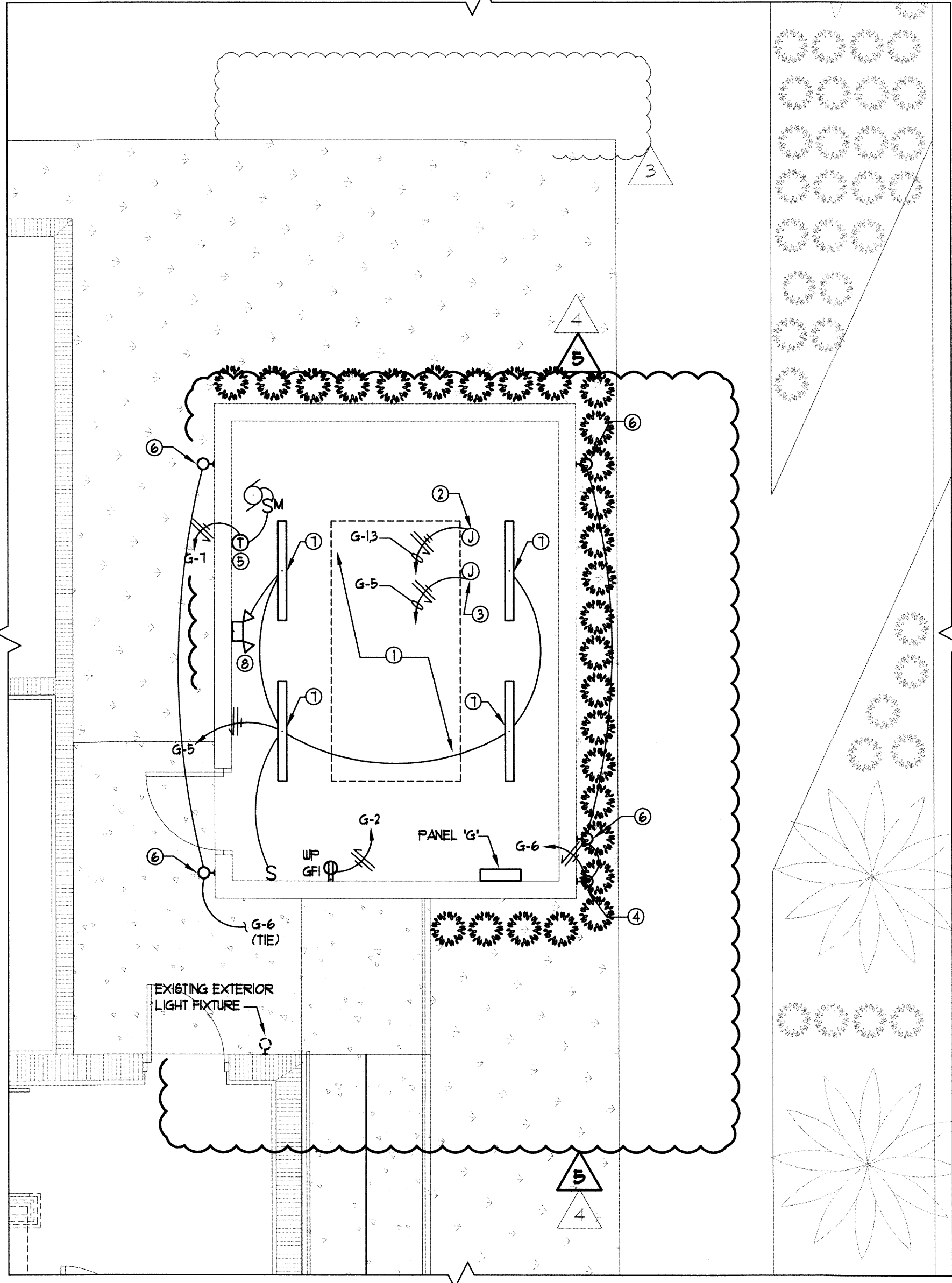
- ① RECEPTACLE EXISTING CIRCUIT BREAKERS WITH SIZE SHOWN  
② SEE ELECTRICAL RISER

LOAD SUMMARY N.E.C. 220.87	
EXISTING 12 MONTH DEMAND LOAD PER FLORIDA POWER AND LIGHT COMPANY	= 1325 KVA
1325 KVA X 125%	= 1656 KVA
ADDED LOAD	= 50 KVA
TOTAL LOAD	= 1706 KVA = 205 AMPS
SERVICE CAPACITY	= 400 AMPS
GENERATOR CAPACITY	= 400 AMPS

PANEL: G					82.1" D" N2 PANEL BOARD - COPPER BUS					10,000 A.I.C. ① 60A M.C.B. SURFACE MTD.				
					120/208V, 1PH, 3W.									
CKT.	WIRE	COND	BKR	SERVES	LOAD B* C*	V-A B* C*	SERVES	BKR	COND	WIRE	CKT.			
1	12	3/4"	2 20	WATER JACKET HEATER	1500	1500	RECEPTACLE	20	3/4"	12	2			
3							LIGHTING - INTERIOR	20	3/4"	12	4			
5	12	3/4"	20	BATTERY CHARGER			LIGHTING - EXTERIOR	20	3/4"	12	6			
7	12	3/4"	20	EXHAUST FAN			SPACE				8			
9				SPACE			SPACE				10			
11				SPACE			SPACE				12			
					CONNECTED V-A PER Ø		CONNECTED LOAD:							
					TOTAL AMPS. PER Ø									

① INDIVIDUALLY MOUNTED CIRCUIT BREAKER

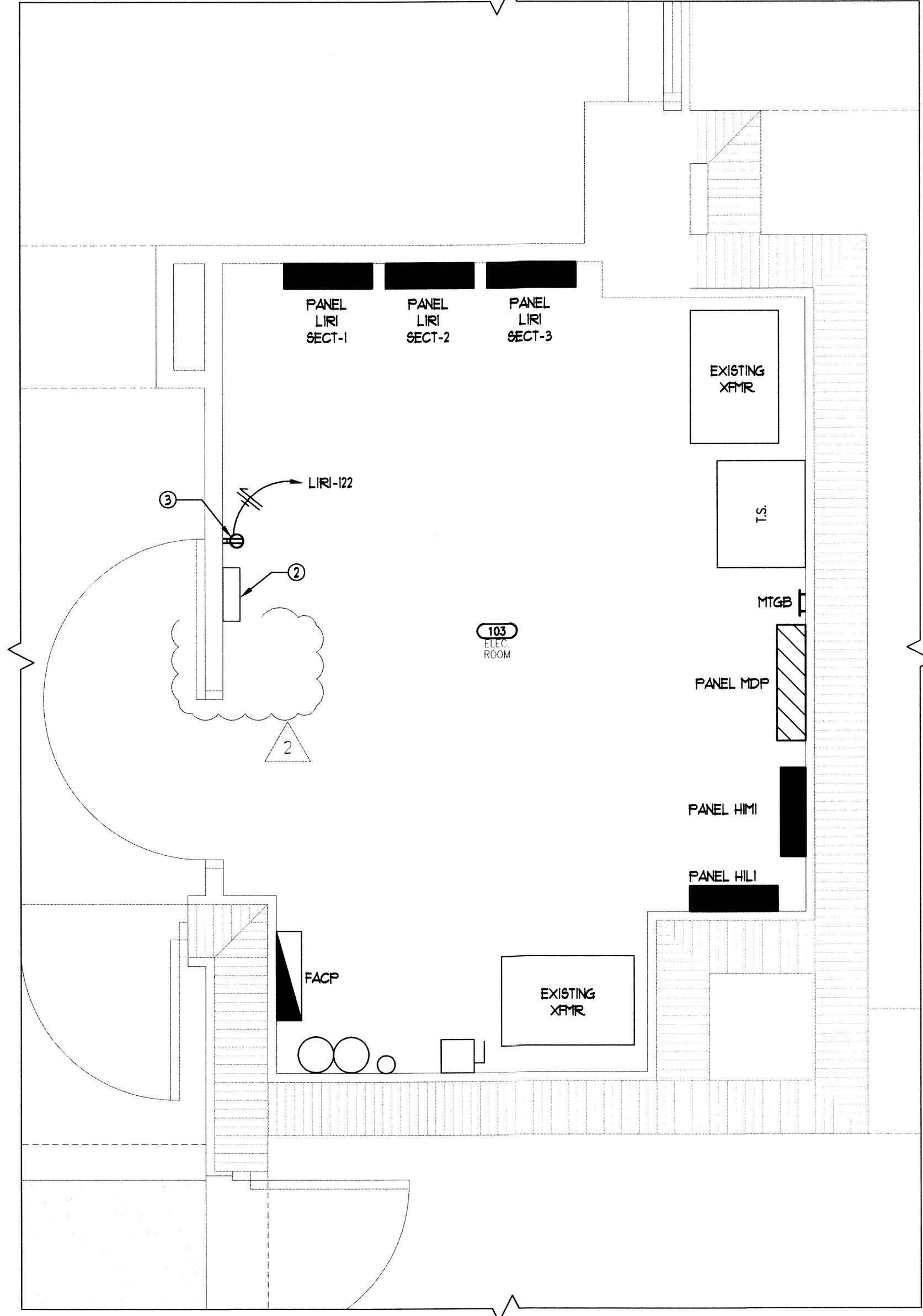
- ① INDIVIDUALLY MOUNTED CIRCUIT BREAKER



**GENERATOR PARTIAL PLAN**  
SCALE: 1/4" = 1'-0"

**GENERATOR ROOM KEYED NOTES**

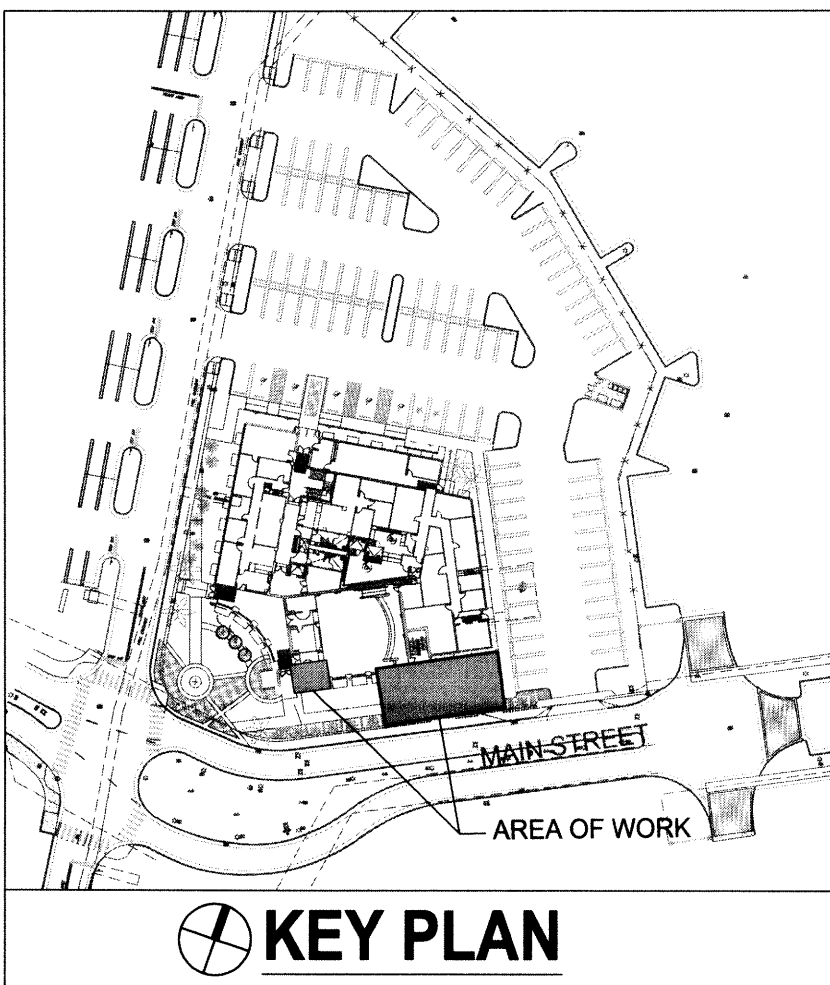
- ① GENERATOR
- ② JUNCTION BOX FOR GENERATOR WATER JACKET HEATER CONNECTION.
- ③ JUNCTION BOX FOR GENERATOR BATTERY CHARGER CONNECTION.
- ④ 120 VOLT PHOTOCELL 'TWIST-LOCK' RECEPTACLE AND PHOTOCELL.
- ⑤ 120 VOLT THERMOSTAT.
- ⑥ EXTERIOR WALL MOUNTED LIGHTS TO MATCH EXISTING AND TO BE INSTALLED AT 6'4" ELEVATION.
- ⑦ PENDANT MOUNTED LIGHT FIXTURE BEGHELLI \* BS100LED-4-HT-80W-WT41-120-DPK-55
- ⑧ EMERGENCY LIGHT BEGHELLI \* HDT-12V30-2LR-35W-AT-NC



**MAIN ELECTRICAL ROOM ENLARGED PLAN**  
SCALE: 1/2" = 1'-0"

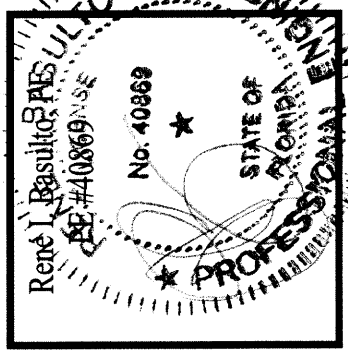
**MAIN ELECTRICAL ROOM KEYED NOTES**

- ① NOT USED.
- ② GENERATOR 'DIGITAL' COMMUNICATOR
- ③ 20 AMP SIMPLEX RECEPTACLE MOUNTED AT 12" AFF. FOR COMMUNICATOR POWER SUPPLY.



**KEY PLAN**

REVISIONS	BY
1 12-2-2014 B.D.C.	C.Y.
2 12-10-2014 FIRE REV.	C.Y.
4 04-09-2015 WALL REV.	R.I.B.
5 10-25-2016 GEN. BLDG.	R.I.B.



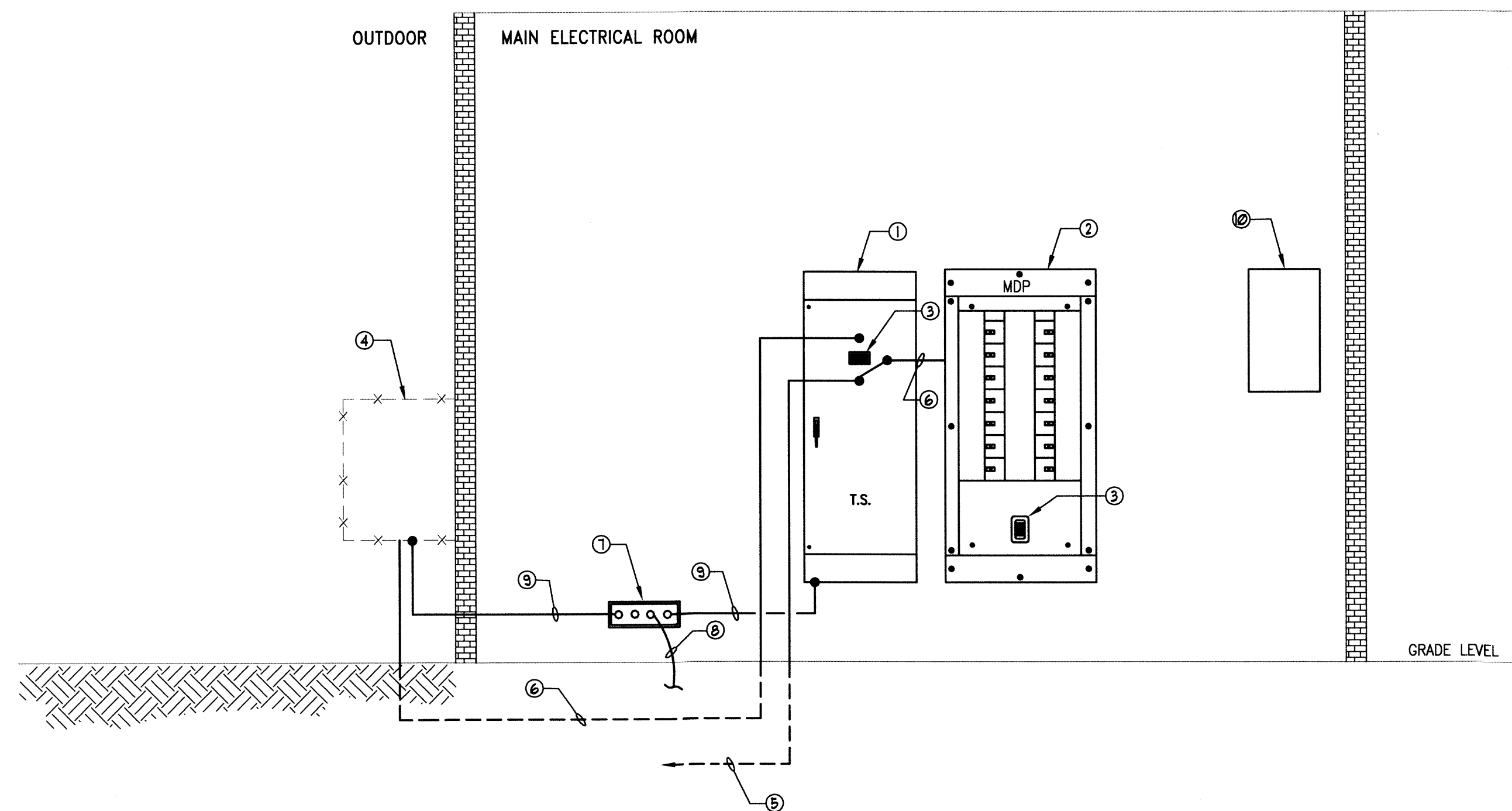
TOWN OF MIAMI LAKES  
GOVERNMENT CENTER  
GENERATOR INSTALLATION  
6601 MAIN STREET, MIAMI LAKES 33016



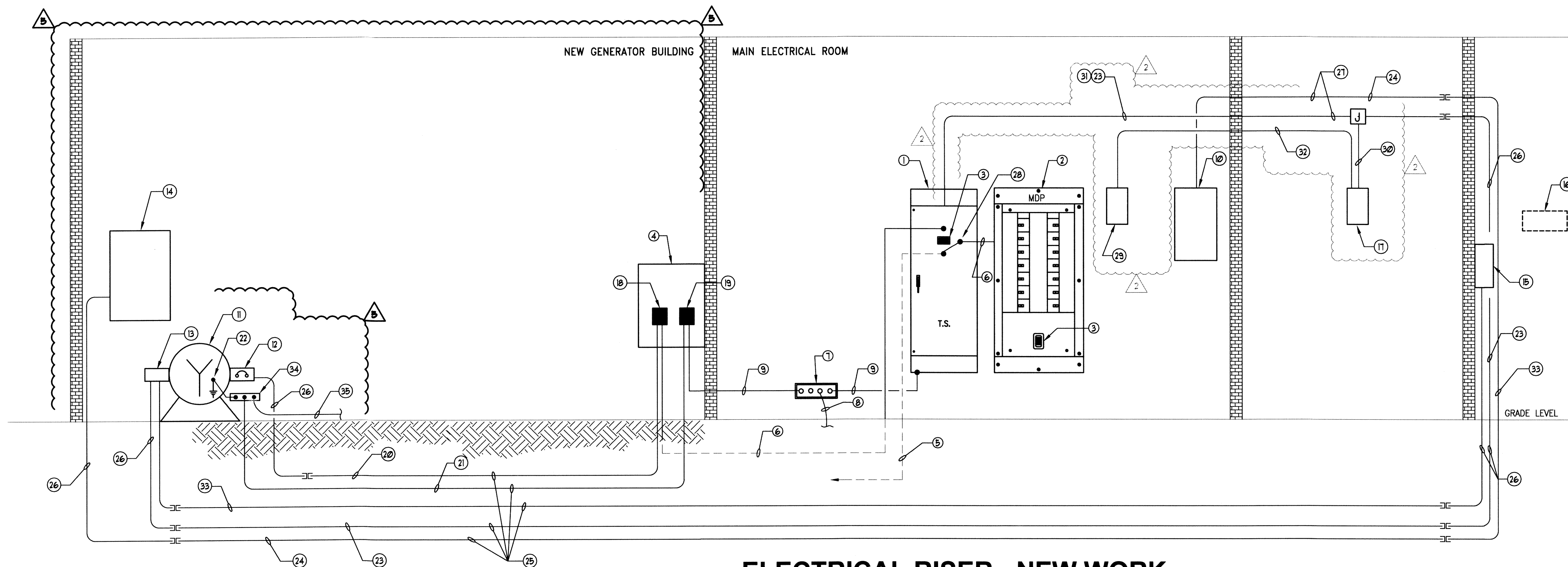
**ELECTRICAL ROOM & GENERATOR ROOM ENLARGED PLAN**

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CHECKED C.Y.
DATE 10-25-2016
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JOB NO. 14124
SHEET E-3.0
SHEETS 8



**ELECTRICAL RISER - DEMOLITION**  
N.T.S.



**ELECTRICAL RISER - NEW WORK**  
N.T.S.

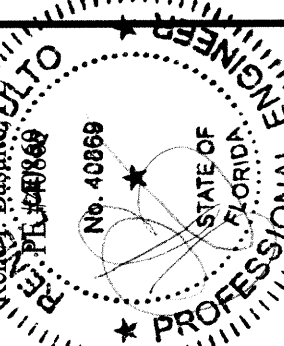
**ELECTRICAL RISER DEMOLITION KEY NOTES**

- ① EXISTING FOUR POLE 800 AMP SERVICE ENTRANCE ELECTRICAL SERVICE MAIN #1 OF 1 TO REMAIN.
- ② EXISTING PANEL "MDP" TO REMAIN.
- ③ EXISTING CIRCUIT BREAKER "TRIP UNIT" TO BE REMOVED AND REPLACED.
- ④ EXISTING "CAM-LOCK" BOX TO BE REMOVED.
- ⑤ EXISTING ELECTRICAL SERVICE LATERAL TO FLORIDA POWER AND LIGHT COMPANY PAD MOUNTED TRANSFORMER TO REMAIN. 2 SETS (4 \* 600 KCM THIN COPPER IN 4" CONDUIT)
- ⑥ EXISTING 2 SETS (4 \* 600 KCM AND 1 \* 1/2 (G) THIN COPPER IN 4" CONDUIT) TO REMAIN.
- ⑦ EXISTING GROUNDING ELECTRICAL SYSTEM COLLECTOR BUS TO REMAIN.
- ⑧ EXISTING \* 3/8 COPPER GROUNDING CONDUCTOR TO GROUNDING ELECTRODE SYSTEM TO REMAIN.
- ⑨ EXISTING \* 3/8 COPPER GROUNDING ELECTRODE CONDUCTOR TO REMAIN.
- ⑩ EXISTING PANEL "LIRI" (SECTION 3) TO REMAIN.

**ELECTRICAL RISER NEW WORK KEY NOTES**

- ① EXISTING FOUR POLE 800 AMP SERVICE ENTRANCE ELECTRICAL SERVICE MAIN #1 OF 1.
- ② EXISTING PANEL "MDP".
- ③ NEW 400 AMP "TRIP UNIT" TO REPLACE EXISTING.
- ④ NEW NEMA 3R JUNCTION BOX WITH SCREW DOWN COVER. PAINT COVER TO MATCH BUILDING EXTERIOR.
- ⑤ EXISTING ELECTRICAL SERVICE LATERAL TO FLORIDA POWER AND LIGHT COMPANY PAD MOUNTED TRANSFORMER. 2 SETS (4 \* 600 KCM THIN COPPER IN 4" CONDUIT)
- ⑥ EXISTING 2 SETS (4 \* 600 KCM AND 1 \* 1/2 (G) THIN COPPER IN 4" CONDUIT).
- ⑦ EXISTING GROUNDING ELECTRICAL SYSTEM COLLECTOR BUS.
- ⑧ EXISTING \* 3/8 COPPER GROUNDING CONDUCTOR TO GROUNDING ELECTRODE SYSTEM.
- ⑨ EXISTING \* 3/8 COPPER GROUNDING CONDUCTOR.
- ⑩ EXISTING PANEL "LIRI" (SECTION 3)
- ⑪ NEW 277/480 VOLT, 3 PHASE 230 KW/2815 KVA DIESEL FUELED GENERATOR AND TANK. SEE GENERATOR NOTES AND DETAILS FOR ADDITIONAL INFORMATION.
- ⑫ NEW GENERATOR MOUNTED 3 POLE, 400 AMP, 100 PERCENT RATED CIRCUIT BREAKER.
- ⑬ NEW GENERATOR CONTROL PANEL.
- ⑭ NEW ELECTRICAL PANEL "13"
- ⑮ NEW "GENERATOR EMERGENCY STOP" PUSH BUTTON. SAFETY TECHNOLOGY INTERNATIONAL \* 88-221-CUSTOM-LBL WITH LABEL STATING "EMERGENCY GENERATOR STOP".
- ⑯ WHITE PLASTIC SIGN WITH ENGRAVED 2" HIGH RED LETTERS STATING "EMERGENCY GENERATOR STOP". SIGN TO BE MOUNTED TO WALL WITH ANCHORS AND STAINLESS STEEL SCREWS ABOVE THE PUSH BUTTON AT 8'-0" ABOVE FINISHED GRADE.
- ⑰ NEW GENERATOR REMOTE ANNUNCIATOR PROVIDED BY GENERATOR MANUFACTURER. SEE GENERATOR NOTES FOR ADDITIONAL INFORMATION SEE NOTE ⑫ BELOW.
- ⑱ SPlice EXISTING GENERATOR FEEDER CONDUCTORS TO NEW CONDUCTORS WITH HYDRAULICALLY PRESSED CONNECTOR (BURNDY HYPPRESS) AND INSULATE WITH SCOTCH 3M "COLD SHRINK" TUBING.
- ⑲ SPlice EXISTING GENERATOR GROUNDING ELECTRODE CONDUCTOR TO NEW CONDUCTOR WITH HYDRAULICALLY PRESSED CONNECTOR (BURNDY HYPPRESS) AND INSULATE WITH SCOTCH 3M "COLD SHRINK" TUBING.
- ⑳ NEW GENERATOR FEEDER CONDUCTORS. 2 SETS (4 \* 3/8 AND 1 \* 3 (G) THIN COPPER IN 2" CONDUIT). PAINT CONDUITS TO MATCH BUILDING EXTERIOR.
- ㉑ 1 \* 3/8 THIN COPPER GROUNDING ELECTRODE CONDUCTOR RUN IN 1" SCHEDULE 40 PVC CONDUIT. PAINT CONDUIT TO MATCH BUILDING EXTERIOR.
- ㉒ GENERATOR IS CONSIDERED A "SEPARATELY DERIVED SYSTEM". THE NEUTRAL TO GROUND WITHIN THE GENERATOR SHALL BE BONDED TOGETHER PER NATIONAL ELECTRICAL CODE REQUIREMENTS.
- ㉓ GENERATOR REMOTE ANNUNCIATOR AND "START" CONTROL WIRING RUN IN 1" CONDUIT PER MANUFACTURER'S REQUIREMENTS. PAINT CONDUIT TO MATCH BUILDING EXTERIOR.
- ㉔ FEEDER FOR GENERATOR HOUSING PANEL. 3 \* 3 AND 1 \* 6 THIN COPPER IN 1-1/4" CONDUIT.
- ㉕ SCHEDULE 40 PVC CONDUIT.
- ㉖ RIGID GALVANIZED STEEL TUBING.
- ㉗ ELECTRICAL METALLIC TUBING.
- ㉘ EXISTING AUTOMATIC TRANSFER SWITCH TO BE CONVERTED FROM MANUAL TO AUTOMATIC BY MEANS OF REPLACING PROGRAMMING "PLUG" AND REPROGRAMMING THE "MX" CONTROLLER. THIS WORK TO BE PERFORMED BY GE-ZENTH FIELD SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS WORK WITH GE-ZENTH AND INCLUDE ALL COSTS RELATED TO IT IN HIS BID PRICE.
- ㉙ GENERATOR CELLULAR UNIT TYPE DIGITAL COMMUNICATOR TO PROVIDE TROUBLE/FAILURE ALERTS TO FACILITY PERSONNEL VIA CELLULAR/TEXT MESSAGE.
- ㉚ CONTROL WIRING IN 3/4" CONDUIT TO MONITOR GENERATOR STATUS.
- ㉛ CONTROL WIRING IN 3/4" CONDUIT TO MONITOR AUTOMATIC TRANSFER SWITCH STATUS.
- ㉜ REQUIRED WIRING TO INTER-CONNECT REMOTE ANNUNCIATOR AND DIGITAL COMMUNICATOR.
- ㉝ GENERATOR REMOTE STOP WIRING RUN IN 3/4" CONDUIT PER MANUFACTURER'S REQUIREMENTS. PAINT CONDUIT TO MATCH BUILDING EXTERIOR.
- ㉞ NEW 1/4" x 4" x 12" GROUND COLLECTOR BUS.
- ㉟ 3/8 COPPER GROUND TO 3/4" x 10'-0" COPPER CLAD GROUND ROD AND BUILDING STEEL EXOTHERMIC WELD ALL CONNECTIONS.

REVISIONS	BY
12-2-2014 B.D.C.	C.Y.
12-10-2014 FIRE REV.	C.Y.
10-25-2016 GEN. BLDG.	R.I.B.



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**ELECTRICAL RISER  
DEMOLITION AND  
NEW WORK**

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DRAWN d.t.	CHECKED c.y.
DATE 10-25-2016	SCALE AS SHOWN
JOB NO. 14124	SHEET E-4.0



DIESEL GENERATOR SET SPECIFICATION

PART 1 - GENERAL

1) RELATED DOCUMENTS

A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL CONDITIONS APPLY TO THIS SECTION.

12) SUMMARY

A. THIS SPECIFICATION INCLUDES PACKAGED ENGINE-GENERATOR SET SUITABLE FOR USE IN MISSION CRITICAL APPLICATIONS WITH THE FEATURES AS SPECIFIED AND INDICATED. ENGINE GENERATOR WILL BE USED AS THE STANDBY POWER SOURCE FOR THE SYSTEM, BUT SHALL BE CAPABLE OF PROVIDING RELIABLE POWER WITH NO RUN-TIME LIMITATIONS WHILE THE PRIMARY SOURCE OF POWER IS UNAVAILABLE.

13) DEFINITIONS

A. EMERGENCY STANDBY POWER (ESP): PER ISO 8528: THE MAXIMUM POWER AVAILABLE DURING A VARIABLE ELECTRICAL POWER SEQUENCE, UNDER THE STATED OPERATING CONDITIONS, FOR WHICH A GENERATING SET IS CAPABLE OF DELIVERING IN THE EVENT OF A UTILITY POWER OUTAGE OR UNDER TEST CONDITIONS FOR UP TO 2000 HOURS OF OPERATION PER YEAR WITH THE MAINTENANCE INTERVALS AND PROCEDURES BEING CARRIED OUT AS PRESCRIBED BY THE MANUFACTURERS. THE PERMISSIBLE AVERAGE POWER OUTPUT (PFP) OVER 24 HOURS OF OPERATION SHALL NOT EXCEED 10 PERCENT OF THE PFP UNLESS OTHERWISE AGREED BY THE RIC ENGINE MANUFACTURER.

B. PRIME POWER (PRP): PER ISO 8528: THE MAXIMUM POWER WHICH A GENERATING SET IS CAPABLE OF DELIVERING CONTINUOUSLY WHILE SUPPLYING A VARIABLE ELECTRICAL LOAD WHEN OPERATED FOR AN UNLIMITED NUMBER OF HOURS PER YEAR UNDER THE AGREED OPERATING CONDITIONS WITH THE MAINTENANCE INTERVALS AND PROCEDURES BEING CARRIED OUT AS A PRESCRIBED BY THE MANUFACTURER. THE PERMISSIBLE AVERAGE POWER OUTPUT (PFP) OVER 24 HOURS OF OPERATION SHALL NOT EXCEED 10 PERCENT OF THE PRP UNLESS OTHERWISE AGREED BY THE RIC ENGINE MANUFACTURER.

C. LIMITED RUNNING POWER (LRP): PER ISO 8528: THE MAXIMUM POWER AVAILABLE UNDER THE AGREED OPERATING CONDITIONS, FOR WHICH THE GENERATOR SET IS CAPABLE OF DELIVERING FOR UP TO 5000 HOURS OF OPERATION PER YEAR WITH THE MAINTENANCE INTERVALS AND PROCEDURES BEING CARRIED OUT AS PRESCRIBED BY THE MANUFACTURERS.

D. CONTINUOUS OPERATING POWER (COP): PER ISO 8528: THE MAXIMUM POWER WHICH A GENERATING SET IS CAPABLE OF DELIVERING CONTINUOUSLY WHILE SUPPLYING A CONSTANT ELECTRICAL LOAD WHEN OPERATED FOR AN UNLIMITED NUMBER OF HOURS PER YEAR UNDER THE AGREED OPERATING CONDITIONS WITH THE MAINTENANCE INTERVALS AND PROCEDURES BEING CARRIED OUT AS A PRESCRIBED BY THE MANUFACTURER.

E. DATA CENTER CONTINUOUS (DCC): THE MAXIMUM POWER WHICH A GENERATING SET IS CAPABLE OF DELIVERING CONTINUOUSLY WHILE SUPPLYING A VARIABLE OR CONSTANT ELECTRICAL LOAD WHEN OPERATED FOR AN UNLIMITED NUMBER OF HOURS IN A DATA CENTER APPLICATION UNDER THE AGREED OPERATING CONDITIONS WITH THE MAINTENANCE INTERVALS AND PROCEDURES BEING CARRIED OUT AS A PRESCRIBED BY THE MANUFACTURER. THE PERMISSIBLE AVERAGE POWER OUTPUT (PFP) OVER 24 HOURS OF OPERATION SHALL NOT EXCEED 100 PERCENT OF THE DCC RATING.

F. OPERATIONAL BANDWIDTH: THE TOTAL VARIATION FROM THE LOWEST TO HIGHEST VALUE OF A PARAMETER OVER THE RANGE OF CONDITIONS INDICATED, EXPRESSED AS A PERCENTAGE OF THE NOMINAL VALUE OF THE PARAMETER.

14) ACTION SUBMITTALS

A. PRODUCT DATA: FOR EACH TYPE OF PACKAGED ENGINE GENERATOR INDICATED, INCLUDE RATED CAPACITIES, OPERATING CHARACTERISTICS, AND FURNISHED SPECIALTIES AND ACCESSORIES. IN ADDITION, INCLUDE THE FOLLOWING:

1. THERMAL DAMAGE CURVE FOR GENERATOR.
2. TIME-CURRENT CHARACTERISTIC CURVES FOR GENERATOR PROTECTIVE DEVICE.
3. SOUND TEST DATA BASED ON A FREE FIELD REQUIREMENT.
4. SHOP DRAWINGS: DETAIL EQUIPMENT ASSEMBLIES AND INDICATE DIMENSIONS, WEIGHTS, AND LOCATION AND SIZE OF EACH FIELD CONNECTION.

1. DIMENSIONED OUTLINE PLAN AND ELEVATION DRAWINGS OF ENGINE-GENERATOR SET AND OTHER COMPONENTS SPECIFIED.

2. WIRING DIAGRAMS: CONTROL INTERCONNECTION, CUSTOMER CONNECTIONS.

C. CERTIFICATIONS:

1. SUBMIT STATEMENT OF COMPLIANCE WHICH STATES THE PROPOSED PRODUCT(S) IS CERTIFIED TO THE EMISSIONS STANDARDS REQUIRED BY THE LOCATION FOR EPA STATIONARY EMERGENCY APPLICATION.

15) INFORMATIONAL SUBMITTALS

A. SOURCE QUALITY-CONTROL TEST REPORTS.

1. CERTIFIED SUMMARY OF PROTOTYPE-UNIT TEST REPORT. SEE REQUIREMENTS IN PART 2 "SOURCE QUALITY CONTROL" ARTICLE PART A INCLUDE STATEMENT INDICATING TORSIONAL COMPATIBILITY OF COMPONENTS.

2. CERTIFIED TEST REPORT: PROVIDE CERTIFIED TEST REPORT DOCUMENTING FACTORY TEST PER THE REQUIREMENTS OF THIS SPECIFICATION, AS WELL AS CERTIFIED FACTORY TEST OF GENERATOR SET SENSORS PER NFPA10 LEVEL 1.

3. LIST OF FACTORY TESTS TO BE PERFORMED ON UNITS TO BE SHIPPED FOR THIS PROJECT.

4. REPORT OF EXHAUST EMISSIONS AND COMPLIANCE STATEMENT CERTIFYING COMPLIANCE WITH APPLICABLE REGULATIONS.

B. WARRANTY:

1. SUBMIT MANUFACTURER'S WARRANTY STATEMENT BEING PROVIDED FOR THIS PROJECT.

16) QUALITY ASSURANCE

A. INSTALLER QUALIFICATIONS: MANUFACTURER'S AUTHORIZED REPRESENTATIVE WHO IS TRAINED AND APPROVED FOR INSTALLATION OF UNITS REQUIRED FOR THIS PROJECT.

B. MANUFACTURER QUALIFICATIONS: A QUALIFIED MANUFACTURER SHALL MAINTAIN WITHIN MIAMI - DADE COUNTY, FLORIDA, A SERVICE CENTER CAPABLE OF PROVIDING TRAINING, PARTS, AND EMERGENCY MAINTENANCE REPAIRS.

C. SOURCE LIMITATIONS: OBTAIN PACKAGED GENERATOR SETS AND AUXILIARY COMPONENTS THROUGH ONE SOURCE FROM A SINGLE MANUFACTURER.

D. COMPLY WITH NFPA 97 STANDARD FOR THE INSTALLATION AND USE OF STATIONARY COMBUSTION ENGINES AND GAS TURBINES.

E. COMPLY WITH NFPA 10 (NATIONAL ELECTRICAL CODE, EQUIPMENT SHALL BE SUITABLE FOR USE IN SYSTEMS IN COMPLIANCE TO ARTICLE 100, 101, AND 102).

F. COMPLY WITH NFPA 110 (EMERGENCY AND STANDBY POWER SYSTEMS) REQUIREMENTS FOR LEVEL 1 EMERGENCY POWER SUPPLY SYSTEM.

G. COMPLY WITH UL 2200.

17) PROJECT CONDITIONS

A. ENVIRONMENTAL CONDITIONS: ENGINE-GENERATOR SYSTEM SHALL WITHSTAND THE FOLLOWING ENVIRONMENTAL CONDITIONS WITHOUT MECHANICAL OR ELECTRICAL DAMAGE OR DEGRADATION OF PERFORMANCE CAPABILITY:

1. AMBIENT TEMPERATURE: 00 DEG C (32.0 DEG F) TO 43.33 DEG C (110.0 DEG F).

2. RELATIVE HUMIDITY: 0 TO 95 PERCENT.

3. ALTITUDE: SEA LEVEL TO 10200 FEET (33048 M).

18) WARRANTY

A. EXTENDED WARRANTY: MANUFACTURER SHALL PROVIDE EXTENDED WARRANTY COVERAGE OF 5 YEARS FROM DATE OF REGISTERED COMMISSIONING AND START-UP.

B. WARRANTY PERIOD SHALL COMMENCE UPON FINAL ACCEPTANCE BY THE OWNER.

PART 2 - PRODUCTS

21) MANUFACTURERS

A. MANUFACTURERS: PROPOSED GENERATORS SHALL MEET THE FULL INTENT OF THESE SPECIFICATIONS WITH REGARDS TO GENERATOR PERFORMANCE AND CONSTRUCTION. THE ENGINEER AND OWNER WILL DETERMINE IF THE PROPOSED CONFORMS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL INCLUDE AS PART OF HIS BID, A COMPLETE GENERATOR SHOP DRAWING SUBMITTAL FOR OWNER/ENGINEER EVALUATION.

22) ENGINE-GENERATOR SET

A. FACTORY-ASSEMBLED AND -TESTED, ENGINE-GENERATOR SET.

B. MOUNTING FRAME: MAINTAIN ALIGNMENT OF MOUNTED COMPONENTS WITHOUT DEPENDING ON CONCRETE FOUNDATION AND HAVE LIFTING ATTACHMENTS.

1. RIGGING INFORMATION: INDICATE LOCATION OF EACH LIFTING ATTACHMENT, GENERATOR-SET CENTER OF GRAVITY, AND TOTAL PACKAGE WEIGHT IN SUBMITTAL DRAWINGS.

C. CAPACITIES AND CHARACTERISTICS:

1. POWER OUTPUT RATINGS: ELECTRICAL OUTPUT POWER RATING FOR STANDBY OPERATION OF NOT LESS THAN 2300 KW, AT 80 PERCENT LAGGING POWER FACTOR, 271/480, SERIES WYE, THREE PHASE, 3-WIRE, 60 HERTZ.

2. ALTERNATOR SHALL BE CAPABLE OF ACCEPTING MAXIMUM 3000 KVA IN A SINGLE STEP AND BE CAPABLE OF RECOVERING TO A MINIMUM OF 90% OF RATED NO LOAD VOLTAGE, FOLLOWING THE APPLICATION OF THE SPECIFIED KVA LOAD AT NEAR ZERO POWER FACTOR APPLIED TO THE GENERATOR SET.

3. NAMEPLATES: FOR EACH MAJOR SYSTEM COMPONENT TO IDENTIFY MANUFACTURER'S NAME AND ADDRESS, AND MODEL AND SERIAL NUMBER OF COMPONENT, THE ENGINE-GENERATOR NAMEPLATE SHALL INCLUDE INFORMATION OF THE POWER OUTPUT RATING OF THE EQUIPMENT.

D. GENERATOR-SET PERFORMANCE:

1. STEADY-STATE VOLTAGE OPERATIONAL BANDWIDTH: 05 PERCENT OF RATED OUTPUT VOLTAGE FROM NO LOAD TO FULL LOAD.

2. TRANSIENT VOLTAGE PERFORMANCE: NOT MORE THAN 10 PERCENT VARIATION FOR 50 PERCENT STEP-LOAD INCREASE OR DECREASE. VOLTAGE SHALL RECOVER AND REMAIN WITHIN THE STEADY-STATE OPERATING BAND WITHIN 5 SECONDS. ON APPLICATION OF A 100% LOAD STEP THE GENERATOR SET SHALL RECOVER TO STABLE VOLTAGE WITHIN 10 SECONDS.

3. STEADY-STATE FREQUENCY OPERATIONAL BANDWIDTH: 025 PERCENT OF RATED FREQUENCY FROM NO LOAD TO FULL LOAD.

4. STEADY-STATE FREQUENCY STABILITY: WHEN SYSTEM IS OPERATING AT ANY CONSTANT LOAD WITHIN THE RATED LOAD, THERE SHALL BE NO RANDOM SPEED VARIATIONS OUTSIDE THE STEADY-STATE OPERATIONAL BAND AND NO HUNTING OR BURNING OF SPEED.

5. TRANSIENT FREQUENCY PERFORMANCE: NOT MORE THAN 15 PERCENT VARIATION FOR 50 PERCENT STEP-LOAD INCREASE OR DECREASE. FREQUENCY SHALL RECOVER AND REMAIN WITHIN THE STEADY-STATE OPERATING BAND WITHIN 5 SECONDS. ON APPLICATION OF A 100% LOAD STEP THE GENERATOR SET SHALL RECOVER TO STABLE FREQUENCY WITHIN 10 SECONDS.

6. OUTPUT WAVEFORM: AT FULL LOAD, HARMONIC CONTENT MEASURED LINE TO LINE OR LINE TO NEUTRAL SHALL NOT EXCEED 5 PERCENT TOTAL AND 3 PERCENT FOR ANY SINGLE HARMONIC. TELEPHONE INFLUENCE FACTOR, DETERMINED ACCORDING TO NEMA MG 1, SHALL NOT EXCEED 50.

7. SUSTAINED SHORT-CIRCUIT CURRENT: FOR A 3-PHASE, BOLTED SHORT CIRCUIT AT SYSTEM OUTPUT TERMINALS, SYSTEM SHALL SUPPLY A MINIMUM OF 300 PERCENT OF RATED FULL-LOAD CURRENT FOR NOT LESS THAN 8 SECONDS WITHOUT DAMAGE TO GENERATOR SYSTEM COMPONENTS. FOR A 1-PHASE, BOLTED SHORT CIRCUIT AT SYSTEM OUTPUT TERMINALS, SYSTEM SHALL REGULATE BOTH VOLTAGE AND CURRENT TO PREVENT OVER-VOLTAGE CONDITIONS ON THE NON-FAULTED PHASES.

8. START TIME: COMPLY WITH NFPA 110 LEVEL 1, TYPE 10, SYSTEM REQUIREMENTS.

9. AMBIENT CONDITION PERFORMANCE: ENGINE GENERATOR SHALL BE DESIGNED TO ALLOW OPERATION AT FULL RATED LOAD IN AN AMBIENT TEMPERATURE UNDER SITE CONDITIONS, BASED ON HIGHEST AMBIENT CONDITION. AMBIENT TEMPERATURE SHALL BE AS MEASURED AT THE AIR INLET TO THE ENGINE GENERATOR FOR ENCLOSED UNITS, AND AT THE CONTROL OF THE ENGINE GENERATOR FOR MACHINES INSTALLED IN EQUIPMENT ROOMS.

10. NOISE OUTPUT: ENGINE GENERATOR SHALL BE TESTED BY THE MANUFACTURER PER ANSI S12.34. DATA DOCUMENTING PERFORMANCE SHALL BE PROVIDED WITH SUBMITTAL DOCUMENTATION.

23) ENGINE

A. FUEL: ASTM D915 #2 DIESEL FUEL.

B. RATED ENGINE SPEED: 1800 RPM.

C. LUBRICATION SYSTEM: THE FOLLOWING ITEMS ARE MOUNTED ON ENGINE OR SKID:  
1. LUBE OIL PUMP: SHALL BE POSITIVE DISPLACEMENT, MECHANICAL, RUL PRESSURE PUMP.

2. FILTER AND STRAINER: PROVIDED BY THE ENGINE MANUFACTURER OF RECORD TO PROVIDE ADEQUATE FILTRATION FOR THE PRIME MOVER TO BE USED.

3. CRANKCASE DRAIN: ARRANGED FOR COMPLETE GRAVITY DRAINAGE TO AN EASILY REMOVABLE CONTAINER WITH NO DISASSEMBLY AND WITHOUT USE OF PUMPS, SIPHONS, SPECIAL TOOLS, OR APPLIANCES.

D. ENGINE FUEL SYSTEM: THE ENGINE FUEL SYSTEM SHALL BE INSTALLED IN STRICT COMPLIANCE TO THE ENGINE MANUFACTURER'S INSTRUCTIONS.

E. MAIN FUEL PUMP: MOUNTED ON ENGINE. PUMP ENSURES ADEQUATE PRIMARY FUEL FLOW UNDER STARTING AND LOAD CONDITIONS.

F. COOLANT JACKET HEATER: ELECTRIC-IMMERSION TYPE, FACTORY INSTALLED IN COOLANT JACKET SYSTEM. COMPLY WITH NFPA 110 REQUIREMENTS FOR LEVEL 1 EQUIPMENT FOR HEATER CAPACITY AND PERFORMANCE.

1. DESIGNED FOR OPERATION ON A SINGLE 240 VAC, SINGLE PHASE, 60HZ POWER CONNECTION.

2. INSTALLED WITH ISOLATION VALVES TO ISOLATE THE HEATER FOR REPLACEMENT OF THE ELEMENT WITHOUT DRAINING THE ENGINE COOLING SYSTEM OR SIGNIFICANT COOLANT LOSS.

3. PROVIDED WITH A 24VDC THERMOSTAT, INSTALLED AT THE ENGINE THERMOSTAT HOUSING.

G. GOVERNOR: ADJUSTABLE ISOCRONOUS, WITH SPEED SENSING. THE GOVERNING SYSTEM DYNAMIC CAPABILITIES SHALL BE CONTROLLED AS A FUNCTION OF ENGINE COOLANT TEMPERATURE TO PROVIDE FAST, STABLE OPERATION AT VARYING ENGINE OPERATING TEMPERATURE CONDITIONS. THE CONTROL SYSTEM SHALL ACTIVELY CONTROL THE FUEL RATE AS APPROPRIATE TO THE STATE OF THE ENGINE GENERATOR. FUEL RATE SHALL BE REGULATED AS A FUNCTION OF STARTING, ACCELERATING TO START DISCONNECT SPEED, ACCELERATING TO RATED SPEED, AND OPERATING IN VARIOUS ISOCRONOUS STATES.

H. COOLING SYSTEM: CLOSED LOOP, LIQUID COOLED

1. THE GENERATOR SET MANUFACTURER SHALL PROVIDE PROTOTYPE TEST DATA FOR THE SPECIFIC HARDWARE PROPOSED DEMONSTRATING THAT THE MACHINE WILL OPERATE AT RATED STANDBY LOAD IN AN OUTDOOR AMBIENT CONDITION OF 40 DEG C.

2. COOLANT: SOLUTION OF 50 PERCENT ETHYLENE-GLYCOL-BASED ANTIFREEZE AND 50 PERCENT WATER, WITH ANTICORROSION ADDITIVES AS RECOMMENDED BY ENGINE MANUFACTURER.

3. SIZE OF RADIATOR OVERFLOW TANK: ADEQUATE TO CONTAIN EXPANSION OF TOTAL SYSTEM COOLANT FROM COLD START TO 10 PERCENT LOAD CONDITION.

4. EXPANSION TANK: CONSTRUCTED OF WELDED STEEL PLATE AND RATED TO WITHSTAND MAXIMUM CLOSED-LOOP COOLANT SYSTEM PRESSURE FOR ENGINE USED. EQUIP WITH GAGE GLASS AND PETCOCK.

5. TEMPERATURE CONTROL: SELF-CONTAINED, THERMOSTATIC-CONTROL VALVE MODULATES COOLANT FLOW AUTOMATICALLY TO MAINTAIN OPTIMUM CONSTANT COOLANT TEMPERATURE AS RECOMMENDED BY ENGINE MANUFACTURER.

6. DUCT FLANGE: GENERATOR SETS INSTALLED INDOORS SHALL BE PROVIDED WITH A FLEXIBLE RADIATOR DUCT ADAPTER FLANGE.

I. MUFFLERS/SILENCER: SELECTED WITH PERFORMANCE AS REQUIRED TO MEET SOUND REQUIREMENTS OF THE APPLICATION, SIZED AS RECOMMENDED BY ENGINE MANUFACTURER AND SELECTED WITH EXHAUST PIPING SYSTEM TO NOT EXCEED ENGINE MANUFACTURER'S ENGINE BACKPRESSURE REQUIREMENTS. FOR GENERATOR SETS WITH OUTDOOR ENCLOSURES THE SILENCER SHALL BE INSIDE THE ENCLOSURE.

J. AIR-INTAKE FILTER: ENGINE-MOUNTED AIR CLEANER WITH REPLACEABLE DRY-FILTER ELEMENT AND RESTRICTION INDICATOR.

K. STARTING SYSTEM: 12 OR 24V, AS RECOMMENDED BY THE ENGINE MANUFACTURER; ELECTRIC, WITH NEGATIVE GROUND.

L. COMPONENTS: SIZED SO THEY WILL NOT BE DAMAGED DURING A FULL ENGINE-CRANKING CYCLE WITH AMBIENT TEMPERATURE AT MAXIMUM SPECIFIED IN PART 1 "PROJECT CONDITIONS" ARTICLE.

2. CRANKING CYCLE: AS REQUIRED BY NFPA 110 FOR LEVEL 1 SYSTEMS.

3. BATTERY CABLE: SIZE AS RECOMMENDED BY ENGINE MANUFACTURER FOR CABLE LENGTH AS REQUIRED, INCLUDE REQUIRED INTERCONNECTING CONDUCTORS AND CONNECTION ACCESSORIES.

4. BATTERY COMPARTMENT: FACTORY FABRICATED OF METAL WITH ACID-RESISTANT FINISH.

5. BATTERY-CHARGING ALTERNATOR: FACTORY MOUNTED ON ENGINE WITH SOLID-STATE VOLTAGE REGULATION. THE BATTERY CHARGING ALTERNATOR SHALL HAVE SUFFICIENT CAPACITY TO RECHARGE THE BATTERIES WITH ALL PARASITIC LOADS COMPLETED WITHIN 4 HOURS AFTER A NORMAL ENGINE STARTING SEQUENCE.

6. BATTERY CHARGERS: UNIT SHALL COMPLY WITH UL 1336, PROVIDE FULLY REGULATED, CONSTANT VOLTAGE, CURRENT LIMITED, BATTERY CHARGER FOR EACH BATTERY BANK. IT WILL INCLUDE THE FOLLOWING FEATURES:

A. OPERATION: EQUALIZING-CHARGING RATE BASED ON GENERATOR SET MANUFACTURER'S RECOMMENDATIONS SHALL BE INITIATED AUTOMATICALLY AFTER BATTERY HAS LOST CHARGE UNTIL AN ADJUSTABLE EQUALIZING VOLTAGE IS ACHIEVED AT BATTERY TERMINALS. UNIT SHALL THEN BE AUTOMATICALLY SWITCHED TO A LOWER FLOAT-CHARGING MODE AND SHALL CONTINUE TO OPERATE IN THAT MODE UNTIL BATTERY IS DISCHARGED AGAIN.

B. AUTOMATIC TEMPERATURE COMPENSATION: ADJUST FLOAT AND EQUALIZE VOLTAGES FOR VARIATIONS IN AMBIENT TEMPERATURE FROM MINUS 20 DEG C TO PLUS 40 DEG C TO PREVENT OVERCHARGING AT HIGH TEMPERATURES AND UNDERCHARGING AT LOW TEMPERATURES.

C. AUTOMATIC VOLTAGE REGULATION: MAINTAIN CONSTANT OUTPUT VOLTAGE REGARDLESS OF INPUT VOLTAGE VARIATIONS UP TO PLUS OR MINUS 10 PERCENT.

D. SAFETY FUNCTIONS: SENSE ABNORMALLY LOW BATTERY VOLTAGE AND CLOSE CONTACTS PROVIDING LOW BATTERY VOLTAGE INDICATION ON CONTROL AND MONITORING PANEL. SENSE HIGH BATTERY VOLTAGE AND LOSS OF AC INPUT OR DC OUTPUT OF BATTERY CHARGER. EITHER CONDITION SHALL CLOSE CONTACTS THAT PROVIDE A BATTERY-CHARGER MALFUNCTION INDICATION AT SYSTEM CONTROL, AND MONITORING PANEL.

E. PROVIDE LOW BATTERY CHARGER CONDITION, INCLUDING CHARGING, FAILURES, AND MODES. PROVIDE A LCD DISPLAY TO INDICATE CHARGE RATE AND BATTERY VOLTAGE. CHARGER SHALL PROVIDE RELAY CONTACTS FOR FAULT CONDITIONS AS REQUIRED BY NFPA10.

F. ENCLOSURE AND MOUNTING: NEMA TYPE 1, WALL-MOUNTED CABINET.

24 FUEL OIL STORAGE

A. COMPLY WITH NFPA 30.

B. SUB BASE-MOUNTED FUEL OIL TANK: PROVIDE A DOUBLE WALL, SECONDARY CONTAINMENT TYPE SUB BASE FUEL STORAGE TANK. THE TANK SHALL BE CONSTRUCTED OF CORROSION RESISTANT STEEL AND SHALL BE UL 142 LISTED AND LABELED. THE FUEL TANK SHALL INCLUDE THE FOLLOWING FEATURES:

1. CAPACITY: 549 GALLONS
2. TANK RAILS AND LIFTING EYES SHALL BE RATED FOR THE FULL DRY WEIGHT OF THE TANK, GENSET, AND ENCLOSURE.
3. ELECTRICAL STUB UPS)
4. NORMAL 4 EMERGENCY VENTS
5. LOCKABLE FUEL FILL
6. MECHANICAL FUEL LEVEL GAUGE
7. HIGH AND LOW LEVEL SWITCHES TO INDICATE FUEL LEVEL
8. LEAK DETECTOR SWITCH
9. SUB BASE TANK SHALL INCLUDE A WELDED STEEL CONTAINMENT BASIN, SIZED AT A MINIMUM OF 120% OF THE TANK CAPACITY TO PREVENT ESCAPE OF FUEL INTO THE ENVIRONMENT IN THE EVENT OF A TANK RUPTURE.
10. FILL PORT WITH OVERFILL PREVENTION VALVE (OPFV)
11. 5 GALLON FILL/FILL DAM OR BUCKET
12. TANK DESIGN SHALL MEET THE REGIONAL REQUIREMENTS FOR THE PROJECT LOCATION

25 CONTROL AND MONITORING

A. ENGINE GENERATOR CONTROL SHALL BE MICROPROCESSOR BASED AND PROVIDE AUTOMATIC STARTING, MONITORING, PROTECTION AND CONTROL FUNCTIONS FOR THE UNIT.

B. AUTOMATIC STARTING SYSTEM SEQUENCE OF OPERATION: WHEN MODE-SELECTOR SWITCH ON THE CONTROL AND MONITORING PANEL IS IN THE AUTOMATIC POSITION, REMOTE-CONTROL, CONTACTS IN ONE OR MORE SEPARATE AUTOMATIC TRANSFER SWITCHES INITIATE STARTING AND STOPPING OF GENERATOR SET. WHEN MODE-SELECTOR SWITCH IS SWITCHED TO THE ON POSITION, GENERATOR SET STARTS. THE OFF POSITION OF SAME SWITCH INITIATES GENERATOR-SET SHUTDOWN. (SWITCHES WITH DIFFERENT CONFIGURATIONS BUT EQUAL FUNCTIONS ARE ACCEPTABLE.) WHEN GENERATOR SET IS RUNNING, SPECIFIED SYSTEM OR EQUIPMENT FAILURES OR DERANGEMENTS AUTOMATICALLY SHUT DOWN GENERATOR SET AND INITIATE ALARMS. OPERATION OF THE LOCAL (GENERATOR SET-MOUNTED) AND/OR REMOTE EMERGENCY-STOP SWITCH ALSO SHUTS DOWN GENERATOR SET.

C. MANUAL STARTING SYSTEM SEQUENCE OF OPERATION: SWITCHING ON-OFF SWITCH ON THE GENERATOR CONTROL PANEL TO THE ON POSITION STARTS GENERATOR SET. THE OFF POSITION OF SAME SWITCH INITIATES GENERATOR-SET SHUTDOWN. WHEN GENERATOR SET IS RUNNING, SPECIFIED SYSTEM OR EQUIPMENT FAILURES OR DERANGEMENTS AUTOMATICALLY SHUT DOWN GENERATOR SET AND INITIATE ALARMS. OPERATION OF THE LOCAL (GENERATOR SET-MOUNTED) AND/OR REMOTE EMERGENCY-STOP SWITCH ALSO SHUTS DOWN GENERATOR SET.

D. CONFIGURATION: OPERATING AND SAFETY INDICATIONS, PROTECTIVE DEVICES, SYSTEM CONTROLS, ENGINE GAGES AND ASSOCIATED EQUIPMENT SHALL BE GROUPED IN A COMMON CONTROL AND MONITORING PANEL. MOUNTING METHOD SHALL ISOLATE THE CONTROL PANEL FROM GENERATOR-SET VIBRATION. AC OUTPUT POWER CIRCUIT BREAKERS AND OTHER OUTPUT POWER EQUIPMENT SHALL NOT BE MOUNTED IN THE CONTROL ENCLOSURE.

E. INDICATING AND PROTECTIVE DEVICES AND CONTROLS: AS REQUIRED BY NFPA 110 FOR LEVEL 1 SYSTEM, AND THE FOLLOWING:

1. AC VOLTMETER (3-PHASE, LINE TO LINE AND LINE TO NEUTRAL VALUES).
2. AC AMPMETER (3-PHASES).
3. AC FREQUENCY METER.
4. AC KW OUTPUT (TOTAL AND FOR EACH PHASE). DISPLAY SHALL INDICATE POWER FLOW DIRECTION.
5. AC KVA OUTPUT (TOTAL AND FOR EACH PHASE). DISPLAY SHALL INDICATE POWER FLOW DIRECTION.
6. AC POWER FACTOR (TOTAL AND FOR EACH PHASE). DISPLAY SHALL INDICATE LEADING OR LAGGING CONDITION.
7. AMPMETER-VOLTMETER DISPLAYS SHALL SIMULTANEOUSLY DISPLAY CONDITIONS FOR ALL THREE PHASES.

8. EMERGENCY STOP SWITCH: SWITCH SHALL BE A RED "MUSHROOM HEAD" PUSHBUTTON DEVICE COMPLETE WITH LOCK-OUT/TAO-OUT PROVISIONS. DEPRESSING SWITCH SHALL CAUSE THE GENERATOR SET TO IMMEDIATELY STOP THE GENERATOR SET AND PREVENT IT FROM OPERATING.

9. FAULT RESET SWITCH: SUPPLY A DEDICATED CONTROL SWITCH TO RESET/CLEAR FAULT CONDITIONS.

10. DC VOLTMETER (ALTERNATOR BATTERY CHARGING).

11. ENGINE-COOLANT TEMPERATURE GAUGE.

12. ENGINE LUBRICATING-OIL PRESSURE GAUGE.

13. RUNNING-TIME METER.

14. GENERATOR-VOLTAGE AND FREQUENCY DIGITAL RAISE/LOWER SWITCHES. REOSETS FOR THESE FUNCTIONS ARE NOT ACCEPTABLE. THE CONTROL SHALL ADJUSTMENT OF THESE PARAMETERS IN A RANGE OF PLUS OR MINUS 5% OF THE VOLTAGE AND FREQUENCY OPERATING SET POINT (NOT NOMINAL VOLTAGE AND FREQUENCY VALUES). THE VOLTAGE AND FREQUENCY ADJUSTMENT FUNCTIONS SHALL BE DISABLED WHEN THE PARALLELING BREAKER IS CLOSED.

15. FUEL TANK DERANGEMENT ALARM.

16. FUEL TANK HIGH-LEVEL SHUTDOWN OF FUEL SUPPLY ALARM.

17. AC PROTECTIVE EQUIPMENT: THE CONTROL SYSTEM SHALL INCLUDE OVER/UNDER VOLTAGE, REVERSE KW, REVERSE KW OVER LOAD (KW) SHORT CIRCUIT, OVER CURRENT, LOSS OF VOLTAGE REFERENCE, AND OVER EXCITATION SHUT DOWN PROTECTION. THERE SHALL BE A GROUND FAULT ALARM FOR GENERATOR SETS RATED OVER 1000 AMPS, OVERLOAD WARNING, AND OVERCURRENT WARNING ALARM.

18. STATUS LED INDICATING LAMPS TO EXISTE REMOTE START SIGNAL PRESENT AT THE CONTROL. EXISTING SHUTDOWN CONDITION, EXISTING ALARM CONDITION, NOT IN AUTO, AND GENERATOR SET RUNNING.

19. A GRAPHICAL DISPLAY PANEL WITH APPROPRIATE NAVIGATION DEVICES SHALL BE PROVIDED TO VIEW ALL INFORMATION NOTED ABOVE, AS WELL AS ALL ENGINE STATUS AND ALARMS/SHUTDOWN CONDITIONS (INCLUDING THOSE FROM AN INTEGRATED ENGINE EMISSION CONTROL SYSTEM). THE DISPLAY SHALL ALSO INCLUDE INTEGRATED PROVISIONS FOR ADJUSTMENT OF THE GAIN AND STABILITY SETTINGS FOR THE GOVERNING AND VOLTAGE REGULATION SYSTEMS.

20. PANEL LIGHTING SYSTEM TO ALLOW VIEWING AND OPERATION OF THE CONTROL WHEN THE GENERATOR ROOM OR ENCLOSURE IS NOT LIGHTED.

21. DATA LOGGING: THE CONTROL SYSTEM SHALL LOG THE LATEST 20 DIFFERENT ALARM AND SHUTDOWN CONDITIONS. THE TOTAL NUMBER OF TIMES EACH ALARM OR SHUTDOWN HAS OCCURRED, AND THE DATE AND TIME THE LATEST OF THESE SHUTDOWN AND FAULT CONDITIONS OCCURRED.

22. DC CONTROL POWER MONITORING: THE CONTROL SYSTEM SHALL CONTINUOUSLY MONITOR DC POWER SUPPLY TO THE CONTROL, AND ANNUNCIATE LOW OR HIGH VOLTAGE CONDITIONS. IT SHALL ALSO PROVIDE AN ALARM INDICATING IMMINENT FAILURE OF THE BATTERY BANK BASED ON DEGRADED VOLTAGE RECOVER ON LOADING (ENGINE CRANKING).

F. CONTROL HEATER: GENERATOR SETS THAT ARE INSTALLED IN OUTDOOR ENCLOSURES, OR ARE IN TROPICAL OR COASTAL ENVIRONMENTS SHALL BE PROVIDED WITH CONTROL HEATERS FOR ANTI-CONDENSATION PROTECTION.

G. COMMON REMOTE AUDIBLE ALARM: COMPLY WITH NFPA 110 REQUIREMENTS FOR LEVEL 1 SYSTEMS. INCLUDE NECESSARY CONTACTS AND TERMINALS IN CONTROL AND MONITORING PANEL.

1. OVERCRANK SHUTDOWN
2. COOLANT LOW-TEMPERATURE ALARM
3. CONTROL SWITCH NOT IN AUTO POSITION
4. BATTERY-CHARGER MALFUNCTION ALARM
5. BATTERY LOW-VOLTAGE ALARM
6. H. REMOTE ALARM ANNUNCIATOR: COMPLY WITH NFPA 110, AN LED LABELED WITH PROPER ALARM CONDITIONS SHALL IDENTIFY EACH ALARM EVENT AND A COMMON AUDIBLE SIGNAL SHALL SOUND FOR EACH ALARM CONDITION.

1. REMOTE EMERGENCY-STOP SWITCH: FLUSH MOUNTED, UNLESS OTHERWISE INDICATED, AND LABELED. PUSH BUTTON SHALL BE PROTECTED FROM ACCIDENTAL OPERATION.

26 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. GENERATOR OVERCURRENT PROTECTION: THE GENERATOR SET SHALL BE PROVIDED WITH A UL LISTED/CSA CERTIFIED PROTECTIVE DEVICE THAT IS COORDINATED WITH THE ALTERNATOR PROVIDED TO PREVENT DAMAGE TO THE GENERATOR SET ON ANY POSSIBLE OVERLOAD OR OVERCURRENT CONDITION EXTERNAL TO THE MACHINE. THE PROTECTIVE DEVICE SHALL BE LISTED AS A UTILITY GRADE PROTECTIVE DEVICE UNDER UL CATEGORY NRGUL. THE CONTROL SYSTEM SHALL BE SUBJECT TO UL FOLLOW-UP SERVICE AT THE MANUFACTURING LOCATION TO VERIFY THAT THE PROTECTIVE SYSTEM IS FULLY OPERATIONAL AS MANUFACTURED. PROTECTOR SHALL PERFORM THE FOLLOWING FUNCTIONS:

1. INITIATES A GENERATOR KW OVERLOAD ALARM WHEN GENERATOR HAS OPERATED AT AN OVERLOAD EQUIVALENT TO 110 PERCENT OF FULL-RATED LOAD FOR 60 SECONDS. INDICATION FOR THIS ALARM IS INTEGRATED WITH OTHER GENERATOR-SET MALFUNCTION ALARMS.
2. UNDER SINGLE PHASE OR MULTIPLE PHASE FAULT CONDITIONS, OR ON OVERLOAD CONDITIONS, INDICATES AN ALARM CONDITION WHEN THE CURRENT FLOW IS IN EXCESS OF 100% OF RATED CURRENT FOR MORE THAN 10 SECONDS.
3. UNDER SINGLE PHASE OR MULTIPLE PHASE FAULT CONDITIONS, OPERATES TO SWITCH OFF ALTERNATOR EXCITATION AT THE APPROPRIATE TIME TO PREVENT DAMAGE TO THE ALTERNATOR.

4. THE OPERATOR PANEL SHALL INDICATE THE NATURE OF THE FAULT CONDITION AS EITHER A SHORT CIRCUIT OR AN OVERLOAD.

5. SENSES CLEARING OF A FAULT BY OTHER OVERCURRENT DEVICES AND CONTROLS RECOVERY OF RATED VOLTAGE TO AVOID OVERSHOOT GREATER THAN 10% OF NOMINAL VOLTAGE.

6. THE PROTECTIVE SYSTEM PROVIDED SHALL NOT INCLUDE AN INSTANTANEOUS TRIP FUNCTION.

B. GROUND-FAULT INDICATION: COMPLY WITH NFPA 110, "EMERGENCY SYSTEM" SIGNALS FOR GROUND-FAULT. INTEGRATE GROUND-FAULT ALARM INDICATION WITH OTHER GENERATOR-SET ALARM INDICATIONS.

27) GENERATOR EXCITER AND VOLTAGE REGULATOR

A. COMPLY WITH NEMA MG 1.

B. DRIVE: GENERATOR SHAFT SHALL BE DIRECTLY CONNECTED TO ENGINE SHAFT.

EXCITER SHAFT BE ROTATED INTEGRALLY WITH GENERATOR ROTOR.

C. ELECTRICAL INSULATION: CLASS H.

D. TEMPERATURE RISE: 80 / CLASS B ENVIRONMENT.

E. CONSTRUCTION SHALL PREVENT MECHANICAL, ELECTRICAL, AND THERMAL DAMAGE DUE TO VIBRATION, OVER SPEED UP TO 10% PERCENT OF RATING, AND HEAT DURING OPERATION AT 110 PERCENT OF RATED CAPACITY.

F. PERMANENT MAGNET GENERATOR (PMG) SHALL PROVIDE EXCITATION POWER FOR OPTIMUM MOTOR STARTING AND SHORT CIRCUIT PERFORMANCE.

G. ENCLOSURE: DRIP-PROOF.

H. VOLTAGE REGULATOR: SOLID-STATE TYPE, SEPARATE FROM EXCITER PROVIDING PERFORMANCE AS SPECIFIED. THE VOLTAGE REGULATION SYSTEM SHALL BE PROVIDED WITH MICROPROCESSOR-CONTROLLED, 3-PHASE TRUE RMS SENSING, FULL WAVE RECTIFIED, AND PROVIDE A PULSE-WIDTH MODULATED SIGNAL TO THE EXCITER. NO EXCEPTIONS OR DEVIATIONS TO THESE REQUIREMENTS WILL BE PERMITTED.

I. THE ALTERNATOR SHALL BE PROVIDED WITH ANTI-CONDENSATION HEATER(S) IN ALL APPLICATIONS WHERE THE GENERATOR SET IS PROVIDED IN AN OUTDOOR ENCLOSURE, OR WHEN THE GENERATOR SET IS INSTALLED IN A COASTAL OR TROPICAL ENVIRONMENT.

J. WINDINGS: TWO-THIRDS FITCH STATOR WINDING AND FULLY LINKED AMORTISSUR WINDING. ALTERNATORS OPERATING AT VOLTAGE HIGHER THAN 690VAC SHALL BE PROVIDED WITH FORT-WOUND STATOR COILS.

K. SUBTRANSIENT REACTANCE: 12 PERCENT MAXIMUM, BASED ON THE RATING OF THE ENGINE GENERATOR SET.

28) VIBRATION ISOLATION DEVICES

A. VIBRATION ISOLATION: GENERATORS INSTALLED ON GRADE SHALL BE PROVIDED WITH ELASTOMERIC ISOLATOR PADS INTEGRAL TO THE GENERATOR, UNLESS THE ENGINE MANUFACTURER REQUIRES USE OF SPRING ISOLATION.

29) FINISHES

A. COMPONENTS: POWDER-COATED AND BAKED OVER CORROSION-RESISTANT PRETREATMENT AND COMPATIBLE PRIMER. MANUFACTURER'S STANDARD COLOR OR AS DIRECTED ON THE DRAWINGS.



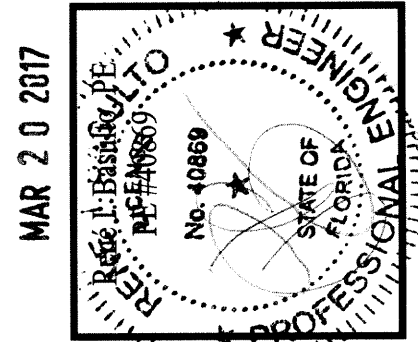
INFORMATION NO LONGER APPLICABLE  
AS GENERATOR IS NOW IN DEDICATED  
BUILDING

GENERATOR ENCLOSURE SPECIFICATION

- 10 RESPONSIBILITY
11. MANUFACTURER
- 11.1. IT SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER TO ASSEMBLE THE ENCLOSURE PACKAGE AT THE MANUFACTURING PLANT.
- 11.2. A MANUFACTURER'S PROPOSED GENERATOR ENCLOSURE SHALL MEET THE FULL INTENT OF THESE SPECIFICATIONS WITH REGARDS TO MATERIALS AND CONSTRUCTION. THE ENGINEER AND OWNER WILL DETERMINE IF THE PROPOSED ENCLOSURE CONFORMS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL INCLUDE AS PART OF HIS BID, A COMPLETE GENERATOR ENCLOSURE SHOP DRAWING SUBMITTAL FOR OWNER/ENGINEER EVALUATION.
12. INSTALLER
- 12.1. THE INSTALLING CONTRACTOR SHALL COORDINATE THE DELIVERY AND SITE INSTALLATION OF THE EQUIPMENT.
- 12.2. DUE TO THE PHYSICAL SIZE OF THE EQUIPMENT, IT MAY BE NECESSARY TO SHIP THE GENERATOR SET, ENCLOSURE, SUB-BASE TANK, AND ENCLOSURE INTAKE AND DISCHARGE AIR FLENNING AND HOODS AS SEPARATE ITEMS. THE INSTALLING CONTRACTOR SHALL COORDINATE WITH THE MANUFACTURER'S TECHNICAL REPRESENTATIVES TO ASSEMBLE AND INSTALL ANY SEPARATE ITEMS AT THE SITE.
- 20 CODES GOVERNING ENCLOSURE CONSTRUCTION AND INSTALLATION
21. UL PUBLICATIONS, UL 2200, STANDARD FOR SAFETY STATIONARY ENGINE GENERATOR ASSEMBLIES, UNDERWRITERS LABORATORIES, INC, 333 FIFTH STEN ROAD, NORTHBROOK, IL 60062-2036.
22. NFPA PUBLICATIONS, ANSI/NFPA 70: NATIONAL ELECTRIC CODE® (NEC) NATIONAL FIRE PROTECTION ASSOCIATION, 1 BATTERY MARCH PARK, QUINCY, MA 02169-1471.
23. FBC: FLORIDA BUILDING CODE, DEPARTMENT OF COMMUNITY AFFAIRS - FLORIDA BUILDING CODE ONLINE CODES AND STANDARDS, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FL 32399-2100.
24. OSHA PUBLICATIONS: 29 CFR PART 1910, U.S. DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION, 200 CONSTITUTION AVENUE, WASHINGTON, DC, 20210.
- 30 ENCLOSURE LABELING REQUIREMENTS
31. THE ENCLOSURE SHALL BE LISTED AND LABELED AS FOLLOWS:
- 31.1. ENCLOSURE SHALL BE LISTED AS MANUFACTURED BY A VENDOR APPROVED BY THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS TO MANUFACTURE ENCLOSURES THAT MEET THE HURRICANE MISSILE IMPACT RESISTANCE REQUIREMENTS OF THE CURRENT EDITION OF THE BUILDING CODE.
- 40 DESIGN CRITERIA
41. PRODUCT SHALL BE DESIGNED AS WALK-IN TYPE, WEATHER PROTECTED, AND ALUMINUM SOUND ATTENUATED ENCLOSURE. IT SHALL COMPLETELY ENCLOSE THE GENERATOR SET AND ASSOCIATED AUXILIARY EQUIPMENT.
42. THE ENCLOSURE SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF FLORIDA, TO BE DESIGNED AND CONSTRUCTED TO WITHSTAND 200MPH WIND LOAD PER ASCE 7-10. CONSTRUCTION SHALL HAVE PASSED THIRD PARTY TESTING NECESSARY TO MEET THE MISSILE IMPACT REQUIREMENTS OF FBC SECTIONS 418 AND 1626.2 - 1626.4.
- 42.1. PRIOR TO SITE DELIVERY, THE RESIDENT ENGINEER SHALL BE PROVIDED WITH SIX ORIGINALS AND SIX COPIES OF THE PE-STAMPED/CERTIFIED WIND LOAD CALCULATIONS AND REPORT, AS WELL AS DRAWINGS INDICATING COMPLIANCE FOR THE SPECIFIC ENCLOSURE. MANUFACTURER'S ENCLOSURE DRAWINGS SHALL INCLUDE DESIGN AND CONSTRUCTION COMPLIANCE, WIND LOAD RATING, AND COMPLIANCE WITH SPECIFIED FBC SECTIONS.
43. ENCLOSURE SHALL BE DESIGNED TO ADEQUATELY ACCOMMODATE GENERATOR AND APPLICABLE WALK-IN WORKING SPACE FOR OPERATION AND MAINTENANCE PURPOSES IN ACCORDANCE WITH NEC, NFPA, AND OSHA REQUIREMENTS.
- 43.1. MINIMUM WALK-AROUND SPACE OF 24" SHALL BE PROVIDED ON EACH SIDE OF GENERATOR SET FRAME RAIL.
- 43.2. AT THE REAR, A MINIMUM 36" OF NEC CLEARANCE SHALL BE PROVIDED BEHIND THE GENERATOR CONTROL PANEL.
44. ENCLOSURE CONSTRUCTION
- 44.1. ENCLOSURE SHALL INCLUDE INDIVIDUAL COMPONENTS GENERALLY CONSISTING OF A ROOF, TWO SIDE WALLS AND TWO END WALLS OF FORMED ALUMINUM, ENCLOSURE MOUNTED INTAKE AND DISCHARGE AIR ACOUSTIC HOODS OR FLENNING, AND NON-ASBESTOS ACUSTICAL INSULATION AND SECUREMENT LININGS. ALL ATTACHING HARDWARE SHALL BE STAINLESS STEEL.
- 44.2. ENCLOSURE ROOF
- 44.2.1. ENCLOSURE ROOF SHALL BE CONSTRUCTED OF 5052 MARINE GRADE, MILL FINISH, INTERLOCKING-TYPE FORMED ALUMINUM PANELS OF MINIMUM 0.025" THICKNESS.
- 44.2.2. A WEATHERPROOF MASTIC / SEALANT SHALL BE USED ALONG THE ROOF PERIMETER AND ANY ROOF SKIN JOINTS.
- 44.2.3. THE ROOF RAIL PERIMETER SHALL HAVE TWO ROOF LIFTING RINGS INTERNALLY INSTALLED ON EACH SIDE, PROVIDING A TOTAL OF FOUR POINTS FOR LIFTING OF THE COMPLETE ENCLOSURE. EACH RING SHALL HAVE A LIFTING CAPACITY OF 10,000 LBS.
- 44.2.4. ALL EXTERNAL ROOF HARDWARE SHALL BE STAINLESS STEEL SCREW TYPE MECHANICAL FASTENER WITH NEOPRENE WATERTIGHT WASHERS.
- 44.2.5. ROOF SHALL BE DESIGNED AND BUILT TO WITHSTAND LOAD OF 15 POUNDS PER SQUARE FOOT.
- 44.2.6. ROOF SHALL INCORPORATE AN ALUMINUM OR STAINLESS STEEL RAIN COLLAR AND RAIN SHIELD FOR THE GENERATOR EXHAUST SILENCER PIPING. THESE SHALL BE INSTALLED AT THE ROOF PENETRATION POINT TO PREVENT THE ENTRY OF RAINWATER INTO THE ENCLOSURE, AS WELL AS ALLOW FOR EXPANSION AND VIBRATION OF THE EXHAUST PIPING WITHOUT STRESS TO THE EXHAUST SYSTEM.
- 44.2.7. RAIN COLLARS AND SHIELDS SHALL BE FURNISHED FOR ALL SUB-BASE TANK VENTS THAT PENETRATE THE ENCLOSURE ROOF.
- 44.2.8. ROOF INTERIOR SHALL CONTAIN NON-ASBESTOS THERMAL ACOUSTIC INSULATION WITH FIRE-RETARDANT PROPERTIES. THE INSULATION SHALL BE COMPLETELY COVERED BY MILL FINISH 0.025" PERFORATED ALUMINUM LINING SECURED TO THE ENCLOSURE INTERIOR.
- 44.2.9. WHEN THE INSTALLED HEADROOM ABOVE THE RADIATOR IS LESS THAN 24", A BECKSON DECKPLATE FOR RADIATOR FILL ACCESS SHALL BE INSTALLED, CENTERED ABOVE EACH RADIATOR FILL PORT. DECKPLATE SHALL BE SEALED TO ROOF PANELS TO PREVENT WATER PENETRATION.
- 44.3. ENCLOSURE WALLS
- 44.3.1. ENCLOSURE WALLS SHALL BE CONSTRUCTED OF FORMED 5052 MARINE GRADE, MILL FINISH INTERLOCKING TYPE FORMED ALUMINUM PANELS OF MINIMUM 0.025" THICKNESS.
- 44.3.2. ALL INTERIOR SIDEWALLS SHALL CONTAIN NON-ASBESTOS THERMAL ACOUSTIC INSULATION WITH FIRE-RETARDANT PROPERTIES. THE INSULATION SHALL BE COMPLETELY COVERED BY MILL FINISH 0.025" PERFORATED ALUMINUM LINING SECURED TO THE ENCLOSURE INTERIOR.
- 44.3.3. ALL ATTACHING HARDWARE SHALL BE STAINLESS STEEL SCREW TYPE MECHANICAL FASTENER.

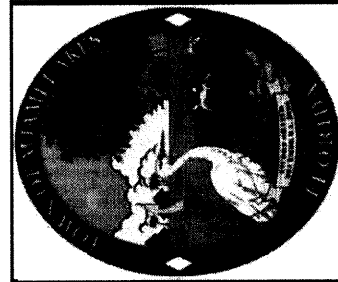
- 44.4. ENCLOSURE AIR TREATMENT
- 44.4.1. AIR INTAKE
- 44.4.1.1. AIR SHALL ENTER THE ENGINE ROOM THROUGH THE UNDERSIDE OF AN OVERHANGING HOOD EQUIPPED WITH PUNCHED ALUMINUM PANELS. THE PANELS SHALL HAVE NO MORE THAN A 20% REDUCTION IN FREE AREA AT THE OPENING IN ORDER TO PREVENT ENTRY OF PARTICLES EXCEEDING 1" DIAMETER. THE AIR INTAKE SHALL BE DESIGNED AND CONSTRUCTED TO MINIMIZE WATER PENETRATION INTO THE ENCLOSURE DURING HEAVY RAINFALL.
- 44.4.1.2. THE INTAKE SHALL BE SIZED ACCORDING TO THE GENERATOR'S AIRFLOW REQUIREMENTS TO ENCOMPASS COMBUSTION AIR AND RADIATOR COOLING AIR, TO REDUCE THE ENTRY OF WATER, AIRFLOW VELOCITY SHALL NOT EXCEED 1250 FPM.
- 44.4.2. AIR DISCHARGE
- 44.4.2.1. DISCHARGE AIR SHALL BE EXPELLED FROM THE ENGINE ROOM THROUGH ALUMINUM GRAVITY-OPERATED DAMPERS WITH COUNTERBALANCE WEIGHTS.
- 44.4.2.2. DISCHARGE AIR SHALL BE TURNED 90° AND EXIT THE ENCLOSURE THROUGH A DISCHARGE FLENNING SIZED ACCORDING TO THE GENERATOR'S AIRFLOW REQUIREMENTS TO ENCOMPASS RADIATOR COOLING AIR. THE TOP OF THE DISCHARGE FLENNING SHALL BE EQUIPPED WITH AN ALUMINUM BAR GRATE COVER THAT ALLOWS PROPER AIRFLOW AND PASSES ALL THIRD PARTY TESTING NECESSARY TO MEET THE MISSILE IMPACT REQUIREMENTS OF FBC SECTIONS 418 AND 1626.2 - 1626.4.
- 44.4.2.3. DISCHARGE AIR SHALL BE DUCTED TO THE ENGINE ROOM DISCHARGE WALL WITH AN ADAPTER CONSTRUCTED OF HEAVY NEOPRENE.
- 44.4.2.4. THE AIR DISCHARGE FLENNING SHALL BE FURNISHED WITH A TURNING VANE WITH WATER COLLECTION BASIN AND BOTTOM DRAIN EXTENSION LINES FOR THE REMOVAL OF RAINWATER FROM THE FLENNING.
- 44.4.2.5. THE COMBINED AIR INLET AND DISCHARGE SYSTEM SHALL BE DESIGNED TO MAINTAIN A COMBINED TOTAL STATIC PRESSURE RESTRICTION OF NO MORE THAN 2% OF WATER GAUGE THROUGH THE ENCLOSURE WITH THE GENERATOR SET OPERATING AT FULL RATED LOAD AND DUTY.
- 44.5. ENCLOSURE DOORS
- 44.5.1. TWO PERSONNEL DOORS SHALL BE INSTALLED ON EITHER SIDE OF THE ENCLOSURE, FOR A TOTAL OF FOUR ACCESS DOORS. DOORS SHALL BE 36" X 80".
- 44.5.2. ALL DOORS SHALL BE CONSTRUCTED OF 0.025" THICK 5052 MILL FINISH ALUMINUM WITH A CONTINUOUS PIANO HINGE OF OPEN WIDTH 15" AND A 1/2" DIAMETER STAINLESS STEEL HINGE PIN.
- 44.5.3. DOORS SHALL BE INSTALLED INTO 0.025" MILL FINISH ALUMINUM FRAMES WITH COMPRESSIBLE WEATHER-STRIPPING.
- 44.5.4. THE DOORS SHALL BE EQUIPPED WITH COMMERCIALY AVAILABLE THREE-POINT LATCHING PANIC-PUSH BAR ASSEMBLIES WITH KEY-LOCKABLE EXTERIOR HANDLE. LATCHING ASSEMBLY SHALL BE A MIAMI-DADE APPROVED PRODUCT.
- 44.5.5. EACH DOOR SHALL INCLUDE PNEUMATIC SUING-LIMITING HARDWARE.
- 44.5.6. DOOR HANDLE STRIKE PLATES SHALL BE INCLUDED ON ENCLOSURE WALLS ADJACENT TO THE DOOR TO PROVIDE IMPACT PROTECTION FROM THE DOOR HANDLE.
- 44.5.7. DRIP RAILS SHALL BE MOUNTED OVER EACH DOOR.
- 44.6. ENCLOSURE FITTINGS
- 44.6.1. OIL AND WATER DRAINS SHALL BE EXTENDED TO THE EXTERIOR, LUGGED AND LABELED. A 1/2-GAUGE STAINLESS STEEL FITTING PLATE WITH 1/2" STAINLESS STEEL COUPLING SHALL BE AFFIXED AT THE ENCLOSURE WALL PASS-THROUGH.
- 44.6.2. FUMES EXHAUST DISPOSAL TUBE SHALL TERMINATE INTO EXTERIOR RADIATOR EXHAUST FLENNING WALL. A STAINLESS STEEL FITTING PLATE WITH STAINLESS STEEL FITE SIZED FOR ENGINE REQUIREMENT SHALL BE AFFIXED AT THE ENCLOSURE WALL PASS-THROUGH.
- 44.7. ENCLOSURE ACCESS
- 44.7.1. THE MANUFACTURER SHALL FURNISH GALVANIZED STEEL STAIRWAYS AND PLATFORMS FOR PERSONNEL ACCESS TO EACH OF THE GENERATOR ENCLOSURE DOORS.
- 44.7.2. THE STAIRS AND PLATFORMS SHALL INCLUDE HANDRAILS IN COMPLIANCE WITH OSHA REGULATIONS.
- 44.7.3. THE GENERATOR VENDOR SHALL COORDINATE WITH THE INSTALLING CONTRACTOR FOR STAIR/PLATFORM INSTALLATION LOCATIONS AND PROVIDE DETAILS FOR ALL ANCHORING/MOUNTING POINTS.
- 44.7.4. THE INSTALLING CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING CONCRETE FOUNDATIONS FOR THE STAIR/PLATFORM ASSEMBLIES, AS WELL AS INSTALLING AND ANCHORING THE ASSEMBLIES ON-SITE AS COORDINATED WITH THE SITE ENGINEER AND GENERATOR VENDOR.
45. ENCLOSURE SOUND-ATTENUATING PERFORMANCE
- 45.1. THE PUBLISHED COMBINED ENGINE AND EXHAUST SOURCE SOUND LEVEL SHALL BE REDUCED BY 25 DBA AT A SEVEN METER DISTANCE IN ANY DIRECTION FROM THE ENCLOSURE, MEASURED IN A FREE FIELD ENVIRONMENT.
46. ENGINE EXHAUST SYSTEM
- 46.1. EXHAUST SYSTEM SHALL NOT EXCEED MAXIMUM BACK PRESSURE LEVELS REQUIRED BY ENGINE MANUFACTURER.
- 46.2. THE EXHAUST SILENCER SHALL BE LOCATED ON THE INTERIOR OF THE ENCLOSURE AND SHALL BE CRITICAL GRADE AND INTERNALLY INSULATED.
- 46.3. EXHAUST SILENCER SHALL BE CONNECTED TO THE ENGINE USING STAINLESS STEEL FLEXIBLE ELEMENTS OF MINIMUM LENGTH 12" WITH THERMAL INSULATING BLANKETS. EXHAUST SHALL EXIT THE SILENCER THROUGH A SHORT RADIUS CARBON STEEL ELBOW WHICH SHALL PENETRATE A MINIMUM OF 12" ABOVE THE ENCLOSURE ROOF. THE ELBOW SHALL BE THERMALLY INSULATED AND SHALL TERMINATE IN A CORROSION-RESISTANT EXHAUST RAIN CAP.
47. ELECTRICAL
- 47.1. SINGLE-PHASE 120/208V LOAD CENTER NEMA 1 ENCLOSURE WITH 10 KAIC MINIMUM INTERRUPTING CAPACITY SHALL BE PROVIDED AND INSTALLED. THE MAIN CIRCUIT BREAKER SHALL BE SIZED FOR CUSTOMER REQUIRED LOADS.
- 47.2. PLUG-IN TYPE BRANCH BREAKERS SHALL BE PROVIDED FOR INDIVIDUAL CIRCUITS, INCLUDING LIGHTS, RECEPTACLES, AND ENGINE AC LOADS.
48. ENCLOSURE FINISH
- 48.1. PREPARATION: ENCLOSURE SHALL BE PREPARED ACCORDING TO 80PC/8PL SURFACE SHALL BE FREE OF DIRT, OIL, AND OTHER FOREIGN MATERIALS.
- 48.2. PRIMER COAT: ENCLOSURE SHALL BE PRIMED WITH ONE COAT OF DTM WASH PRIMER TO A THICKNESS OF 0.7-1.3 MILS DFT.
- 48.3. FINISH COAT: ENCLOSURE SHALL BE FINISH COATED WITH ALIPHATIC POLYURETHANE TO A THICKNESS OF 3-35 MILS DFT, COLOR TO MATCH EXISTING BUILDING EXTERIOR FINISH. OWNER TO APPROVE FINISH COLOR PRIOR TO FABRICATION.
- 50 TESTING
51. THE ENCLOSURE DESIGN SHALL BE PHYSICALLY TESTED TO DEMONSTRATE COMPLIANCE WITH FBC REQUIREMENTS. TESTING SHALL BE PERFORMED BY A STATE OF FLORIDA APPROVED INDEPENDENT TESTING LABORATORY.
- 60 ENCLOSURE WARRANTY
61. THE ENCLOSURE SHALL BE WARRANTED AGAINST FAILURE IN MATERIAL OR WORKMANSHIP THAT WOULD MAKE THE ENCLOSURE UNUSABLE FOR ITS INTENDED PURPOSE. "FAILURE" ENCOMPASSES STRUCTURAL FAILURES, SUCH AS CRACKING, BREAKUP, AND COLLAPSE. THE MANUFACTURER SHALL REPAIR OR REPLACE THE DEFECTIVE ENCLOSURE DURING NORMAL WORKING HOURS, PROVIDED IT HAS REMAINED AT ITS ORIGINAL DELIVERY POINT. WARRANTY SHALL COMMENCE UPON FINAL ACCEPTANCE BY THE OWNER.

REVISIONS	BY
3	01-09-2015 OWNER REV.
8	10-25-2016 GEN. BLDG.



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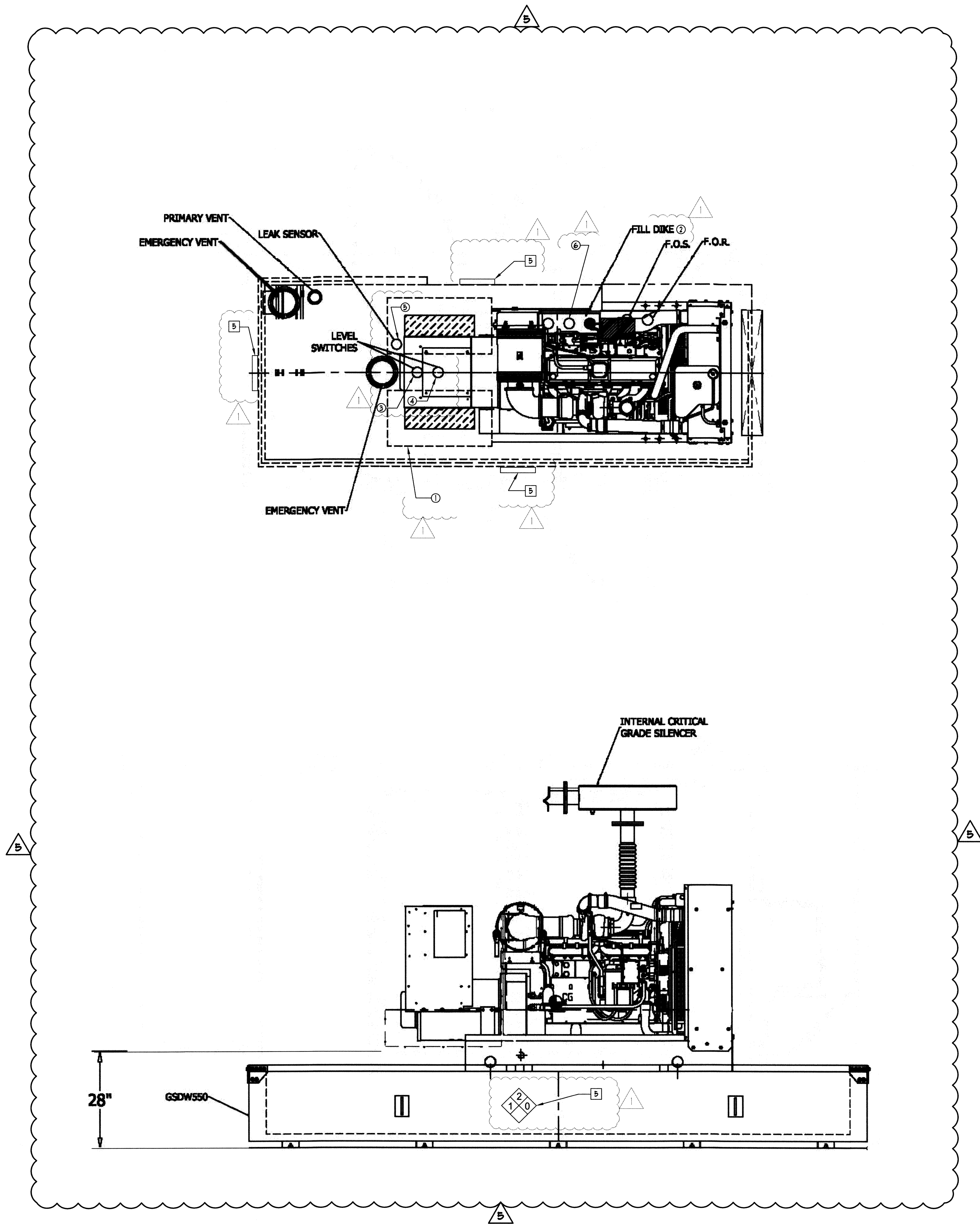
TOWN OF MIAMI LAKES  
GOVERNMENT CENTER  
GENERATOR INSTALLATION  
6601 MAIN STREET, MIAMI LAKES 33016



GENERATOR  
ENCLOSURE  
SPECIFICATION

**BASULTO & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
Rene L. Basulto, PE  
14160 Palmetto Frontage Road  
Suite 22, Miami Lakes, FL 33016  
PE 40869 - FL CA06722  
305.698.3988 fax: 305.305.3988  
www.basulto.com

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S.V.
DATE 10-25-2016
SCALE AS SHOWN
JOB NO. 14124
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# FUEL SPILL PROVISIONS

THE CONTRACTOR SHALL PROVIDE TO THE OWNER THE FOLLOWING MATERIALS:

- (1) FUEL SPILL KIT (GATOR INTERNATIONAL MSP-58) TO INCLUDE:
- (1) 55 GALLON DRUM
  - (1) 30 POUND BAG 'GATOR' OIL ABSORBENT
  - (4) 5' x 10' ABSORBENT 'BOOMS'
  - (8) 4' x 4' ABSORBENT 'SOCKS'
  - (100) ABSORBENT PADS
  - (2) DUST MASKS
  - (2) PAIRS RUBBER GLOVES
  - (2) GOGGLES
  - (1) BROOM AND DUST PAN
  - (2) DISPOSAL BAGS
  - (1) PACKAGE LEAK PLUGS

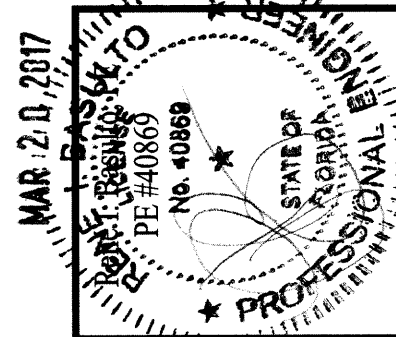
# FDEP DIESEL FUEL TANK INFORMATION

ITEM #	ITEM DESCRIPTION	MANUFACTURER	EQ#	NOTES
①	549 GALLON UL 142 DOUBLE WALL STEEL SUB-BASE FUEL TANK	PHOENIX	675	
②	SPILL / FILL CONTAINMENT BOX	MORRISON	345	
③	HIGH LEVEL FUEL SWITCH	MADISON	682	CONNECTED AS AN INDIVIDUAL POINT TO GENERATOR ANNUNCIATOR PANEL
④	LOW LEVEL FUEL SWITCH	MADISON	682	CONNECTED AS AN INDIVIDUAL POINT TO GENERATOR ANNUNCIATOR PANEL
⑤	FUEL LEAK SWITCH	FINEUMERATOR	589	CONNECTED AS AN INDIVIDUAL POINT TO GENERATOR ANNUNCIATOR PANEL
⑥	VISUAL FUEL LEVEL GAUGE	KRUEGER	730	

# GENERATOR NOTES:

- ① GENERATOR FUEL SOURCE IS DIESEL
- ② GENERATOR SOUND LEVELS ARE 14 'DBA' AT 23 FEET (7 METERS)
- ③ GENERATOR IS NOT CONSIDERED A LIFE SAFETY SYSTEM AS BUILDING EMERGENCY LIGHTING AND FIRE ALARM SYSTEM IS SUPPORTED BY BACK-UP BATTERIES.
- ④ GENERATOR PER NFPA 110 IS LISTED AS CLASS 40, TYPE 60, LEVEL 2 EMERGENCY POWER SUPPLY SYSTEM.
- ⑤ PROVIDE NFPA 704 SIGNAGE FOR DIESEL FUEL ON ALL SIDES.
- ⑥ GENERATOR INSTALLATION SHALL COMPLY WITH NFPA 110, FLORIDA BUILDING CODE AND FLORIDA FIRE PREVENTION CODE.

REVISIONS	BY
12-2-2014 B.D.C.	C.Y.
10-25-2016 GEN. BLDG.	R.I.B.



TOWN OF MIAMI LAKES  
GOVERNMENT CENTER  
GENERATOR INSTALLATION  
6601 MAIN STREET, MIAMI LAKES 33016



GENERATOR  
ENCLOSURE  
DETAIL

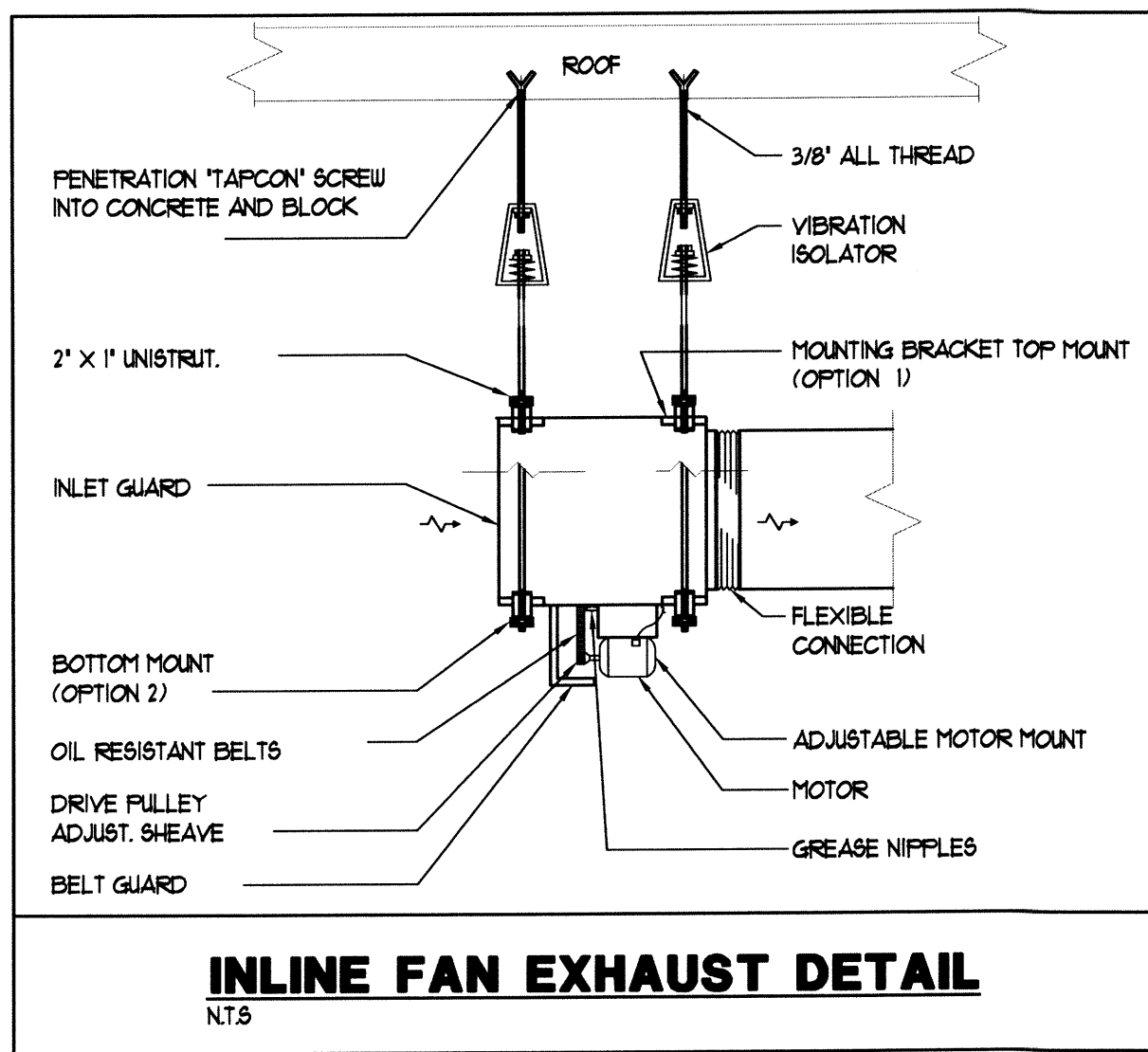
**BASULTO & ASSOCIATES**  
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CHECKED c.y.
DATE 10-25-2016
SCALE AS SHOWN
JOB NO. 14124
SHEET E-7.0

OF SHEETS

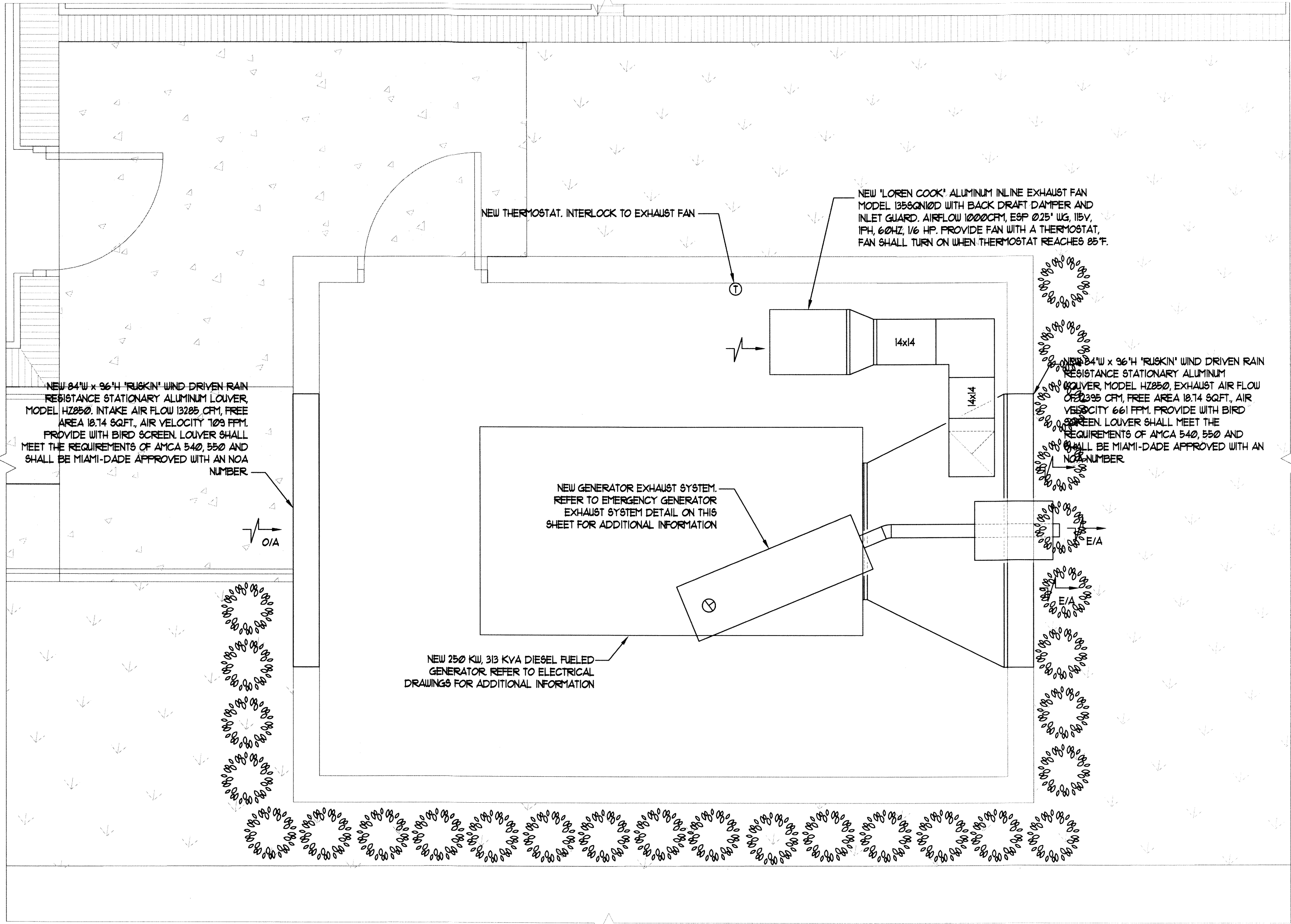
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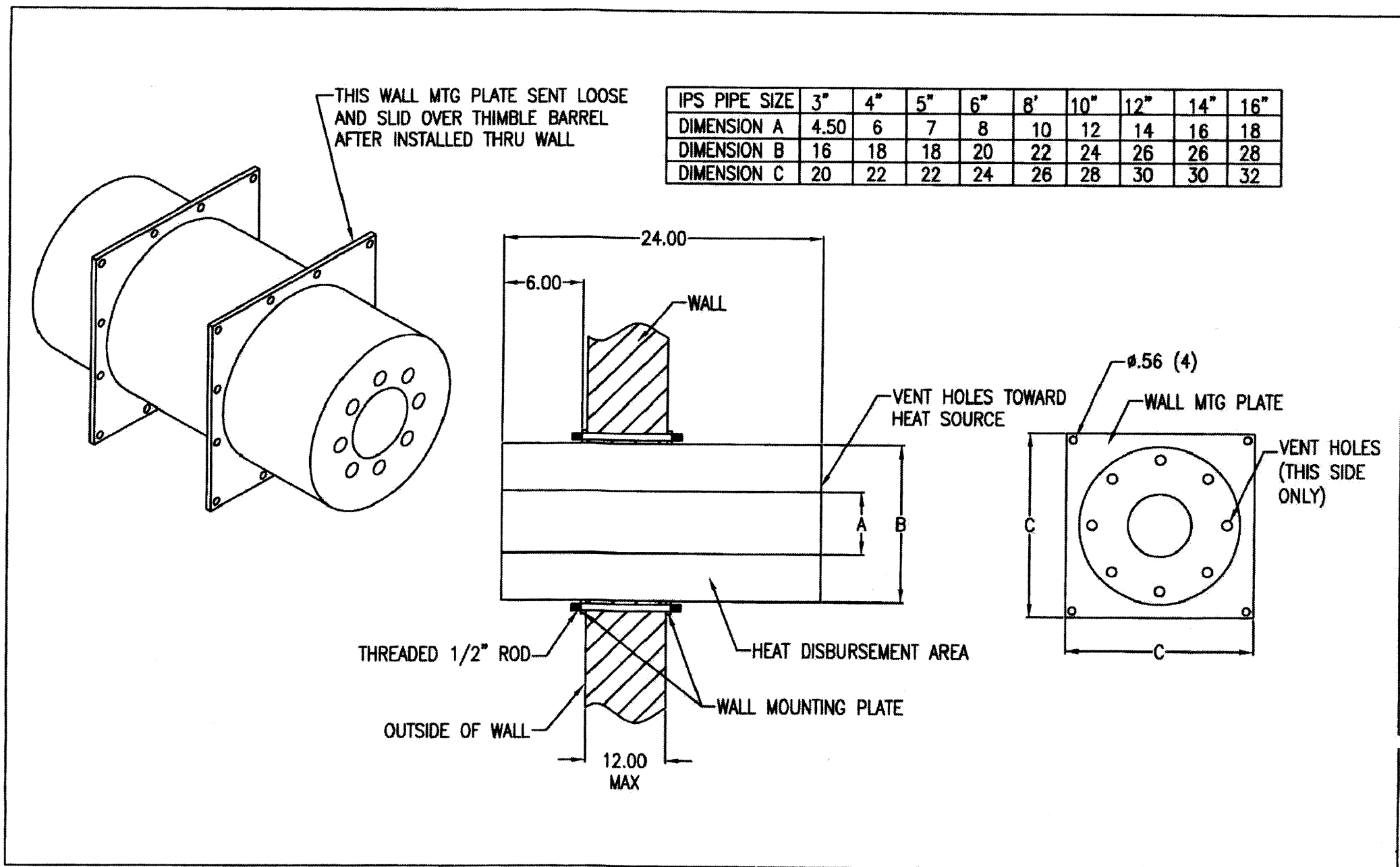


### H.V.A.C. GENERAL NOTES:

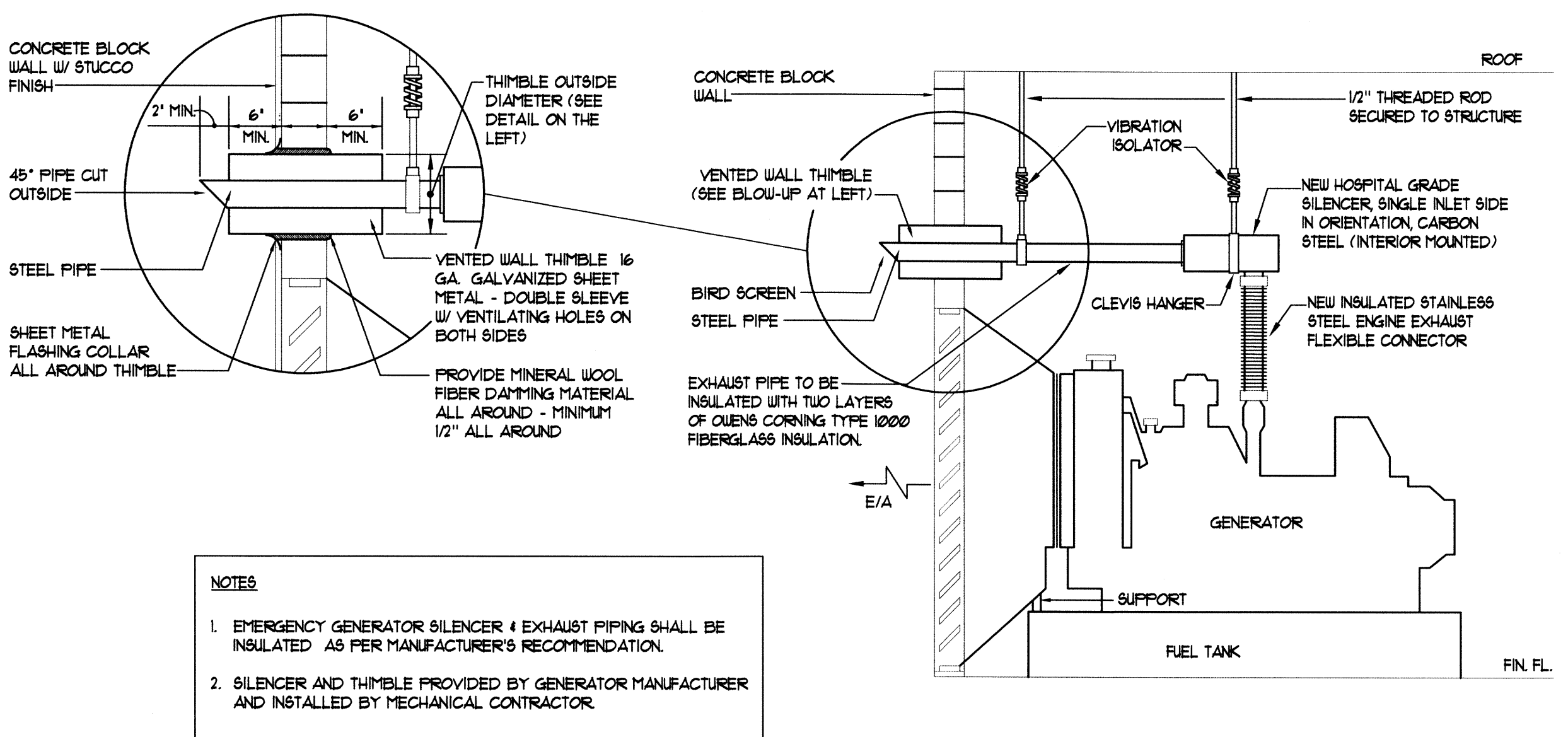
- THE WORK THAT IS TO BE DONE UNDER THIS HEADING INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS, EQUIPMENT, PERMITS, FEES, INSPECTIONS, TEST, INSURANCE, ETC. REQUIRED FOR THE COMPLETION OF THE VENTILATION SYSTEM SHOWN ON THE DRAWINGS AND/OR LISTED BELOW.
- OBTAIN FULL INFORMATION REGARDING PECULIARITIES AND LIMITATIONS OF SPACE AVAILABLE FOR INSTALLATION OF THE EQUIPMENT AND MATERIALS UNDER CONTRACT AND PROVIDE READY ACCESSIBILITY TO DAMPERS, VALVES AND OTHER APPURTENANCES INCLUDING ANY PART OF THE SYSTEM REQUIRED TO BE REACHED FOR BALANCING, TESTING, MAINTENANCE AND OPERATION.
- PLANS ARE GENERALLY DIAGRAMMATIC IN NATURE, AND ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL, PLUMBING, ELECTRICAL AND STRUCTURAL PLANS AND ALL PLANS RELATED TO PROJECT SHALL BE CONSIDERED AS ONE SET OF DOCUMENTS. DUCT AND PIPING OFFSETS, BENDS AND TRANSITIONS WILL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
- ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION AND IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS. WORK SHALL ALSO BE COORDINATED WITH STRUCTURE AND AVAILABLE SPACE TO ENSURE FIT AND PROPER CLEARANCES ARE BEING PROVIDED. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT - ENGINEER IMMEDIATELY.
- CUT ALL OPENINGS AND CHASES REQUIRED TO ACCOMMODATE THE WORK UNDER THIS DIVISION, AND REPAIR ALL FLOORS, WALLS, ETC. DAMAGED BY WORK. ALL WORK PERFORMED UNDER THIS HEADING SHALL CONFORM IN EVERY RESPECT TO THE FINISH AND QUALITY OF MATERIALS AND WORKMANSHIP SPECIFIED UNDER APPROPRIATE SECTIONS FOR THE BUILDING.
- SUBMIT SHOP DRAWINGS OF ALL MATERIALS AND EQUIPMENT FOR APPROVAL PRIOR TO FABRICATION. DUCTWORK SHOP DRAWINGS SHALL BE SUBMITTED AT 1/4\"/>



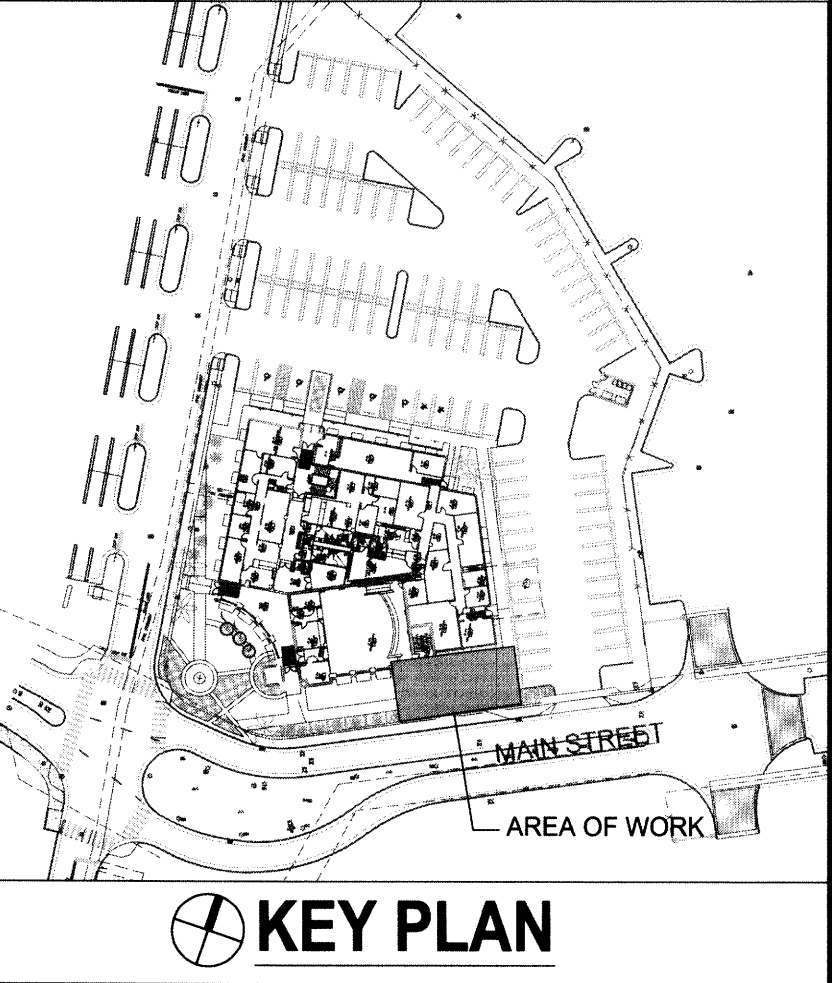
**GENERATOR ROOM FLOOR PLAN- MECHANICAL**  
SCALE: 1/2"=1'-0"



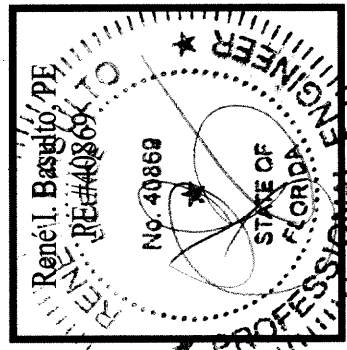
**EMERGENCY GENERATOR EXHAUST SYSTEM DETAIL**  
NTS



- NOTES**
- EMERGENCY GENERATOR SILENCER & EXHAUST PIPING SHALL BE INSULATED AS PER MANUFACTURER'S RECOMMENDATION.
  - SILENCER AND THIMBLE PROVIDED BY GENERATOR MANUFACTURER AND INSTALLED BY MECHANICAL CONTRACTOR.



REVISIONS	BY



**TOWN OF MIAMI LAKES  
GOVERNMENT CENTER  
GENERATOR INSTALLATION**  
6601 MAIN STREET, MIAMI LAKES 33016



**GENERATOR ROOM  
MECHANICAL PLAN,  
DETAILS AND NOTES**

**BASULTO ASSOCIATES**  
CONSULTING ENGINEERS  
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DATE	10-25-2016
SCALE	AS SHOWN
JOB NO.	14124
SHEET	1 OF 2
<b>M-1.0</b>	

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## **EXHIBIT B – Spill Prevention and Response Plan**

**Structural Calculations  
For the  
Generator Building  
for the  
Town of Miami Lakes Government  
Center**

**At  
6601 Main Street  
Miami Lakes, Florida**

**Santiago Aranegui P.E.**

6431 SW 145 street  
Coral Gables, Florida 33158  
Voice: 305.431-6747 Fax: 786-573-3538.

Job No.: 2017-0096

**March 7, 2017**



**Santiago Aranegui, P.E.  
Structural Engineer #48106**

## MECAWind Version 2.1.1.0 per ASCE 7-10

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Date : 3/7/2017  
Company Name :  
Address :  
City :  
State :  
File Location: C:\Program Files\MECAWind\Default.wnd

Project No. :  
Designed By :  
Description :  
Customer Name :  
Proj Location :

### Directional Procedure All Heights Building (Ch 27 Part 1)

All pressures shown are based upon ASD Design, with a Load Factor of .6

Basic Wind Speed(V)	=	175.00 mph		
Structural Category	=	II	Exposure Category	= C
Natural Frequency	=	N/A	Flexible Structure	= No
Importance Factor	=	1.00	Kd Directional Factor	= 0.85
Damping Ratio (beta)	=	0.01		
Alpha	=	9.50	Zg	= 900.00 ft
At	=	0.11	Bt	= 1.00
Am	=	0.15	Bm	= 0.65
Cc	=	0.20	l	= 500.00 ft
Epsilon	=	0.20	Zmin	= 15.00 ft
Slope of Roof	=	0 : 12	Slope of Roof(Theta)	= .00 Deg
Ht: Mean Roof Ht	=	20.92 ft	Type of Roof	= Monoslope
RHt: Ridge Ht	=	15.00 ft	Eht: Eave Height	= 15.00 ft
OH: Roof Overhang at Eave	=	.00 ft	Roof Area	= 14335 ft^2
Bldg Length Along Ridge	=	19.00 ft	Bldg Width Across Ridge	= 14.00 ft

### Gust Factor Category I Rigid Structures - Simplified Method

Gust1: For Rigid Structures (Nat. Freq.>1 Hz) use 0.85 = 0.85

### Gust Factor Category II Rigid Structures - Complete Analysis

Zm:	$0.6 \cdot H_t$	=	15.00 ft
lzm:	$C_c \cdot (33/Z_m)^{0.167}$	=	0.23
Lzm:	$1 \cdot (Z_m/33)^{\text{Epsilon}}$	=	427.06 ft
Q:	$(1/(1+0.63 \cdot ((B+H_t)/L_{zm})^{0.63}))^{0.5}$	=	0.94
Gust2:	$0.925 \cdot ((1+1.7 \cdot l_{zm} \cdot 3.4 \cdot Q)/(1+1.7 \cdot 3.4 \cdot l_{zm}))$	=	0.89

### Gust Factor Summary

Not a Flexible Structure use the Lessor of Gust1 or Gust2 = 0.85

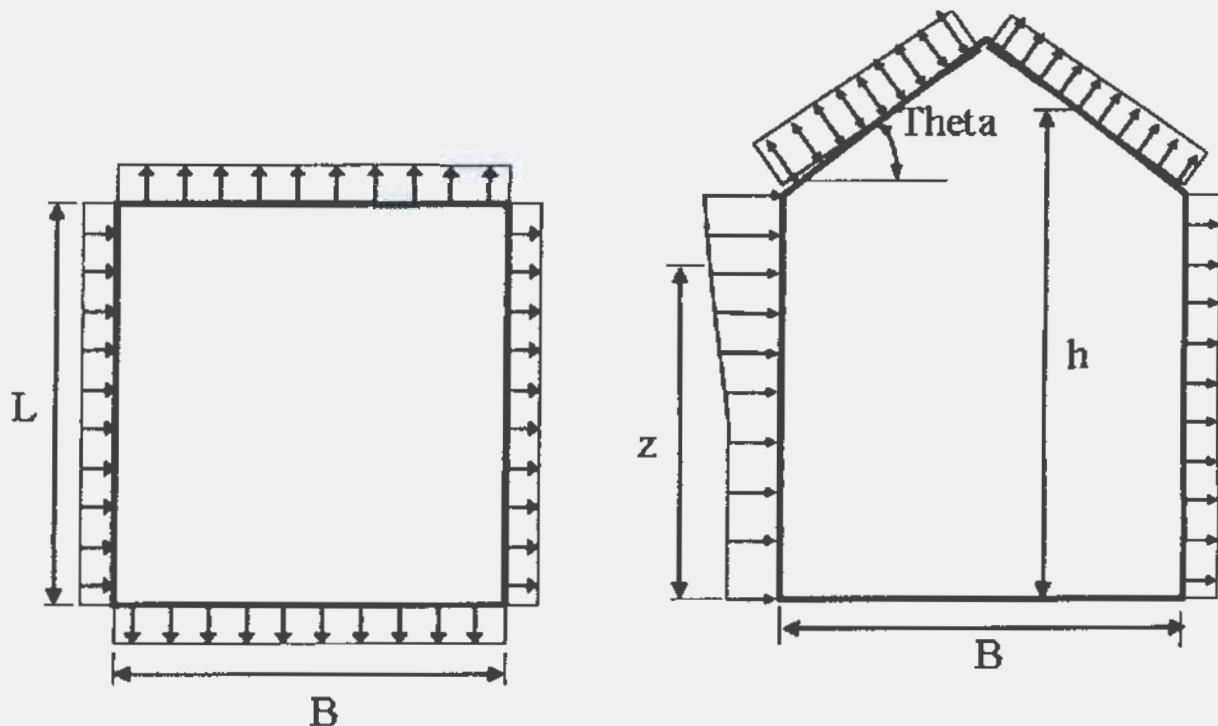
### Table 26.11-1 Internal Pressure Coefficients for Buildings, GCpi

GCpi : Internal Pressure Coefficient = +/-0.18

### Figure 27.4-1. External Pressure Coefficients

Cp - Loads on Main Wind-Force Resisting Systems





$K_h: 2.01 \cdot (H_t/Z_g)^{(2/\alpha)}$  = 0.91  
 $K_{ht}$ : Topographic Factor (Figure 6-4) = 1.00  
 $Q_h: .00256 \cdot (V)^2 \cdot I \cdot K_h \cdot K_{ht} \cdot K_d$  = 36.40 psf  
 $C_{pww}$ : Windward Wall  $C_p$  (Ref Fig 6-6) = 0.80  
 Roof Area = 14335.00 ft<sup>2</sup>  
 Reduction Factor based on Roof Area = 0.80

**MWERS-Wall Pressures for Wind Normal to 19 ft wall (Normal to Ridge)**

Wall	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
Leeward Wall	-0.50	-22.02	-8.92
Side Walls	-0.70	-28.21	-15.11

Wall	Elev ft	$K_z$	$K_{zt}$	$q_z$ psf	Press +GCpi	Press -GCpi	Total +/-GCpi
Windward	20.92	0.91	1.00	36.40	18.20	31.31	40.23
Windward	20.00	0.90	1.00	36.06	17.97	31.07	39.99
Windward	10.00	0.85	1.00	33.94	16.53	29.63	38.55

Note: 1) Total = Leeward GCpi + Windward GCpi

Roof - Dist from Windward Edge	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
0.0 ft to 10.5 ft	-1.04	-38.73	-25.63
10.5 ft to 14.0 ft	-0.70	-28.21	-15.11

**MWERS-Wall Pressures for Wind Normal to 14 ft wall (Along Ridge)**

Wall	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
Leeward Wall	-0.43	-19.81	-6.71
Side Walls	-0.70	-28.21	-15.11

p3: Positive Wall Pressure on Back of Parapet (Zone 4) = 53.10 psf  
p3: Positive Wall Pressure on Back of Parapet (Zone 5) = 53.10 psf  
p4: Negative Wall Pressure on Back of Parapet (Zone 4) = -40.07 psf  
p4: Negative Wall Pressure on Back of Parapet (Zone 5) = -73.44 psf

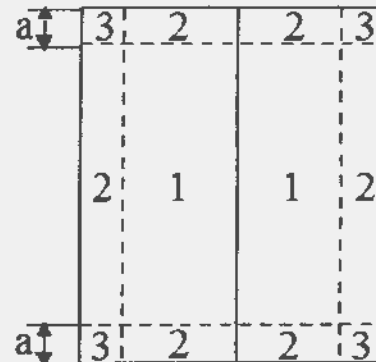
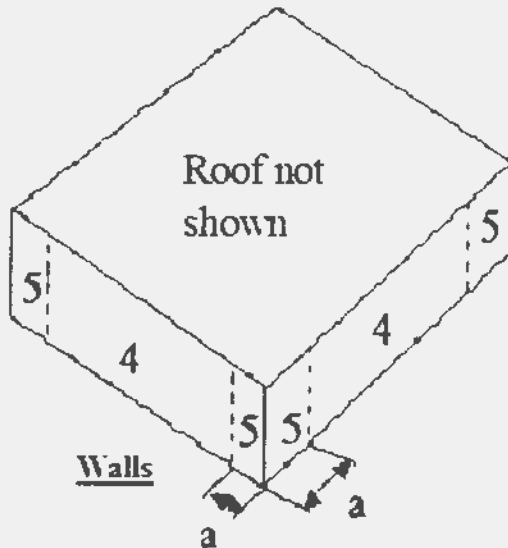


# MECAWind Version 2.1.1.0 ASCE 7-10

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Date : 3/7/2017  
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 Address :  
 City :  
 State :  
 File Location: C:\Program Files\MECAWind\Default.wnd

Project No. :  
 Designed By :  
 Description :  
 Customer Name :  
 Proj Location :



Gable Roof  $\theta \leq 7$

## Wind Pressure on Components and Cladding (Ch 30 Part 1)

All pressures shown are based upon ASD Design, with a Load Factor of .6

Width of Pressure Coefficient Zone "a" = 3 ft

Description	Width ft	Span ft	Area Zone ft <sup>2</sup>		Max GCp	Min GCp	Max P psf	Min P psf
ROOF	2.00	5.00	10.0	1	0.30	-1.00	17.47	-42.96
ROOF	2.00	5.00	10.0	2	0.30	-1.80	17.47	-72.08
ROOF	2.00	5.00	10.0	3	0.30	-2.80	17.47	-108.48
ROOF	2.00	5.00	10.0	2H	0.30	-1.70	16.00	-61.89
ROOF	2.00	5.00	10.0	3H	0.30	-2.80	16.00	-101.93
ROOF	2.00	10.00	33.3	1	0.25	-0.95	16.00	-41.05
ROOF	2.00	10.00	33.3	2	0.25	-1.43	16.00	-58.76
ROOF	2.00	10.00	33.3	3	0.25	-1.91	16.00	-76.12
ROOF	2.00	10.00	33.3	2H	0.25	-1.65	16.00	-59.98
ROOF	2.00	10.00	33.3	3H	0.25	-1.75	16.00	-63.86
ROOF	25.00	2.00	50.0	1	0.23	-0.93	16.00	-40.41
ROOF	25.00	2.00	50.0	2	0.23	-1.31	16.00	-54.27
ROOF	25.00	2.00	50.0	3	0.23	-1.61	16.00	-65.23
ROOF	25.00	2.00	50.0	2H	0.23	-1.63	16.00	-59.34
ROOF	25.00	2.00	50.0	3H	0.23	-1.40	16.00	-51.04
ROOF	25.00	3.00	75.0	1	0.21	-0.91	16.00	-39.77
ROOF	25.00	3.00	75.0	2	0.21	-1.19	16.00	-49.78
ROOF	25.00	3.00	75.0	3	0.21	-1.31	16.00	-54.33
ROOF	25.00	3.00	75.0	2H	0.21	-1.61	16.00	-58.70
ROOF	25.00	3.00	75.0	3H	0.21	-1.05	16.00	-38.22
ROOF	50.00	2.00	100.0	1	0.20	-0.90	16.00	-39.32
ROOF	50.00	2.00	100.0	2	0.20	-1.10	16.00	-46.60
ROOF	50.00	2.00	100.0	3	0.20	-1.10	16.00	-46.60
ROOF	50.00	2.00	100.0	2H	0.20	-1.60	16.00	-58.25
ROOF	50.00	2.00	100.0	3H	0.20	-0.80	16.00	-29.12

WALL	2.00	10.00	33.3	4	0.82	-0.91	36.29	-39.57
WALL	2.00	10.00	33.3	5	0.82	-1.09	36.29	-46.37
WALL	3.00	12.00	48.0	4	0.79	-0.88	35.37	-38.65
WALL	3.00	12.00	48.0	5	0.79	-1.04	35.37	-44.54
WALL	4.00	15.00	75.0	4	0.76	-0.85	34.25	-37.53
WALL	4.00	15.00	75.0	5	0.76	-0.98	34.25	-42.30
ROLL UP DOOR	7.00	8.00	56.0	4	0.78	-0.87	34.99	-38.26
ROLL UP DOOR	7.00	8.00	56.0	5	0.78	-1.02	34.99	-43.76
DOOR	3.00	7.00	21.0	4	0.85	-0.94	37.45	-40.73
DOOR	3.00	7.00	21.0	5	0.85	-1.16	37.45	-48.69

Khcc:Comp. & Clad. Table 6-3 Case 1

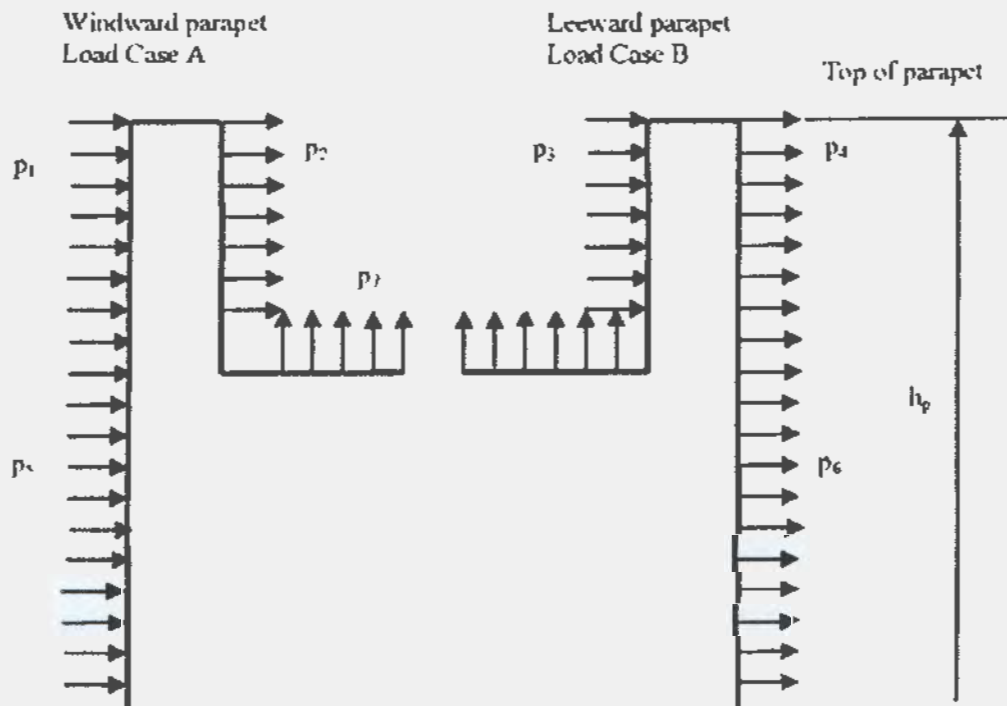
= 0.91

Qhcc:.00256\*V^2\*Khcc\*Kht\*Kd

= 36.40 psf

### Parapets Components & Cladding (Ch 30 Part 4, Para 30.7.1.2)

Pressures taken from Table 30.7-2 at top of Parapet and multiplied by Exposure Adjustment Factor (EAF = 1.000), Topographic Factor ( $K_{zt} = 1.00$ ) and Reduction Factor ( $R_F = 1.0$ ). The effective area for the parapet is 10 sq ft [0.929 sq m] to be conservative, which makes the Reduction Factor 1.



Load Case A - Apply Positive Wall Pressure to Front and negative roof pressure to back.

$p_1$ : Positive Wall Pressure on Front of Parapet (Zone 4) = 53.10 psf  
 $p_1$ : Positive Wall Pressure on Front of Parapet (Zone 5) = 53.10 psf

$p_2$ : Negative Roof Pressure on Back of Parapet (Zone 2) = -91.98 psf  
 $p_2$ : Negative Roof Pressure on Back of Parapet (Zone 3) = -125.36 psf

Load Case B - Apply Positive Wall Pressure to Back and Negative Wall Pressure to the front.

**SANTIAGO ARANEGUI P.E.****ENGINEERS**

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Fax: (786) 573-3538

JOB

Hurricane

SHEET NO.

OF

PROJECT NO.

CALCULATED BY

DATE

LOADS

$$\begin{aligned} \text{Roof Live Load} &= 30 \text{ PSF} \times 1.6 = 48 \text{ PSF} \\ \text{Roof Structure DW} &= 15 \text{ PSF} \times 1.2 = 18 \text{ PSF} \\ \text{Roof S.D.C.} &= 15 \text{ PSF} \times 1.2 = 18 \text{ PSF} \\ \hline &120 \text{ PSF} \qquad 156 \text{ PSF} \end{aligned}$$

Wind Loads: ASCE 7-10

V = 15 KPH / Exposure "C"

$$\begin{aligned} \text{Analyze Roof Slab. } L_{\text{span}} &= 12'-8" \\ M_u &= 156 \text{ PSF} (12.67')^2 / 8 = 31.30 \text{ KFS} \end{aligned}$$

(REFER TO FURZALE)

USE 6" CON. Slab w/ #5 @ 12" O.C.  
 $M_n = 67 \text{ Kip}$

Analyze Masonry Walls:

$$\text{Wall Height} = 12'-0"$$

$$\begin{aligned} \text{Wind Pressure} &= -39.6 \text{ PSF} \quad \text{ZONE 4} \\ &= -46.4 \text{ PSF} \quad \text{ZONE 5} \end{aligned}$$

$$\begin{aligned} \text{Gravity Loads: } h.L. &= 30 \text{ PSF} (7') = 210 \text{ PSF} \\ D.L. &= 90 \text{ PSF} (7') = 630 \text{ PSF} \\ \hline &840 \text{ PSF} \end{aligned}$$

(REFER TO FURZALE)



# SANTIAGO ARANEGUI P.E.

## ENGINEERS

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JOB Miami Lakes  
SHEET NO. 2 OF         
PROJECT NO.         
CALCULATED BY         
DATE       

### ANALYZE FOUNDATIONS:

$$\text{Wall Loads} = 840 \text{ ft} + 65 \text{ ft} (16') = 1880 \text{ ft}$$

$$\text{FOUNDATION AREA} = \frac{1880 \text{ ft}}{200 \text{ ft}} = 9'0" \text{ (29' PROPOSED)}$$

### ANALYZE COLUMN (C1) (8x12)

$$\text{Gravity Loads} = 120 \text{ ft} (4) (4.5) = 2160 \text{ ft}$$

$$(0.67) (4.5) (150 \text{ ft}) (4.5) = 2055 \text{ ft}$$

$$(0.67) (1) (150) (16') = 1608 \text{ ft}$$

$$\underline{5803 \text{ ft}}$$

$$\text{Wind Loads} = 31.6 \text{ ft} (4.5) = 178 \text{ ft}$$

(DIFFER TO FUTURE)

$$\text{FOUNDATION (DIFFER)} = \frac{5803 \text{ ft}}{200 \text{ ft}} = 2.9 \text{ ft} = 2' \times 1.5'$$

(C1)

### ANALYZE DECK SLAB:

$$\text{LL} = 100 \text{ ft} \times 1.6 = 160 \text{ ft}$$

$$\text{DL} = 75 \text{ ft} \times 1.2 = 90 \text{ ft}$$

$$\underline{250 \text{ ft}}$$

$$M_u = 250 \text{ ft} (5) / 8 = 156.25 \text{ ft}$$

PER MOMENTS:

6" Char. Bars w/ #4 @ 12" O.C

Min 3.6 ft



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 Miami, Florida 33122  
 305.599.8133  
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Title :  
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 Description :  
 Scope :

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## Masonry Wall Design

1.scrw Calculations

Description Typical Wall

### General Information

Code Ref: ACI 530-02

Wall Height	12.00 ft	Seismic Factor	0.3300	f <sub>m</sub>	1,500.0 psi
Parapet Height	0.00 ft	Calc of E <sub>m</sub> = f <sub>m</sub> *	900.00	F <sub>s</sub>	24,000.0 psi
Thickness	8.0 in	Duration Factor	1.330	Special Inspection Grout @ Rebar Only Medium Weight Block Equivalent Solid Thickness 4.700 in	
Rebar Size	5	Wall Wt Mult.	1.000		
Rebar Spacing	40 in				
Depth to Rebar	3.810 in @ Center				

### Loads

Uniform Load		Concentric Axial Load		Wind Load	46.400 psf
Dead Load	630.000 #/ft	Dead Load	0.000 #/ft		
Live Load	210.000 #/ft	Live Load	0.000 #/ft		
Load Eccentricity	0.000 in	Roof Load			
Roof Load					

### Design Values

E	1,350,000 psi	Rebar Area	0.093 in <sup>2</sup>	n <sub>p</sub>	0.04370	j	0.91495
n : E <sub>s</sub> / E <sub>m</sub>	21.481	Radius of Gyration	2.521 in	k	0.25514	2 / k <sub>j</sub>	8.56756
Wall Weight	53.000 psf	Moment of Inertia	358.350 in <sup>4</sup>				
Max Allow Axial Stress = 0.25 f <sub>m</sub> (1-(h/140r) <sup>2</sup> ) * Splnsp			312.56 psi				
Allow Masonry Bending Stress = 0.33 f <sub>m</sub> * Splnsp =			495.00 psi				
Allow Steel Bending Stress =			24,000.00 psi				

### Load Combination & Stress Details Summary

	Moment in-#	Axial Load lbs	Steel psi	Bending Stresses Masonry psi	Axial Compression psi
Top of Wall					
DL + LL	0.0	840.0	0.0	0.0	14.89
DL + LL + Wind	0.0	630.0	0.0	0.0	11.17
DL + LL + Seismic	0.0	630.0	0.0	0.0	11.17
Between Base & Top of Wall					
DL + LL	0.0	1,158.0	0.0	0.0	20.53
DL + LL + Wind	10,022.4	948.0	30,914.6	492.9	16.81
DL + LL + Seismic	3,777.8	948.0	11,653.0	185.8	16.81

### Summary

12.00ft high wall with 0.00ft parapet, Med Wt Block w/ 8.00in wall w/ #5 bars at 40.00ino.c. at center

Max. Bending Compressive Stress .....	509.75 OK
Allowable .....	658.35 OK
Max. Axial Only Compressive Stress .....	20.53 psi
Allowable .....	312.56 OK
Max Steel Bending Stress .....	30,914.64 psi
Allowable .....	31,920.00 OK

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## Masonry Wall Design

1.ecw Calculations

Description      Typical Wall

### Final Loads & Moments

Wall Weight moment @ Mid Ht	318.00 lbs	Wind Moment @ Mid Ht	10,022.40 in-#
		Seismic Moment @ Mid Ht	3,777.84 in-#
Dead Load Moment @ Top of Wall	0.00 in-#		
Dead Load Moment @ Mid Ht	0.00 in-#	Total Dead Load	630.00 lbs
		Total Live Load	210.00 lbs
Live Load Moment @ Top of Wall	0.00 in-#		
LiveLoad Moment @ Mid Ht	0.00 in-#		
Maximum Allow Moment for Applied Axial Load =		7,780.70 in-#	
Maximum Allow Axial Load for Applied Moment =		17,628.31 lbs	



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## Rectangular Concrete Column

1 row Calculations

Description Column C1

### General Information

Code Ref: ACI 318-02, 1997 UBC, 2003 IBC, 2003 NFPA 5000

Width	12.000 in	fc	3,000.0 psi	Total Height	12.000 ft
Depth	8.000 in	Fy	60,000.0 psi	Unbraced Length	12.000 ft
Rebar:		Seismic Zone	4	Eff. Length Factor	1.000
2- # 5 d =	2.000 in	LL & ST Loads Act Separately		Column is BRACED	
2- # 5 d =	6.000 in				

### Loads

Note: Load factoring supports 2003 IBC and 2003 NFPA 5000 by virtue of their references to ACI 318-02 for concrete design.  
Factoring of entered loads to ultimate loads within this program is according to ACI 318-02 C.2

	Dead Load	Live Load	Short Term	Eccentricity	
Axial Loads	4.000 k	4.000 k	k		in
Lateral Uniform Loads				Start Loc	End Loc
# 1	k/ft	0.400 k/ft	k/ft		ft
# 2	k/ft	k/ft	k/ft		ft

### Summary

Column is OK

12.00 x 8.00in Column, Rebar: 2-#5 @ 2.00in, 2-#5 @ 6.00in

	ACI C-1	ACI C-2	ACI C-3
Applied : Pu : Max Factored	12.40 k	5.60 k	3.60 k
Allowable : Pn * Phi @ Design Ecc.	15.64 k	170.15 k	170.15 k
M-critical	12.24 k-ft	0.39 k-ft	0.25 k-ft
Combined Eccentricity	11.845 in	0.840 in	0.840 in
Magnification Factor	1.09	1.00	1.00
Design Eccentricity	12.859 in	0.840 in	0.840 in
Magnified Design Moment	13.29 k-ft	0.39 k-ft	0.25 k-ft
Po * .80	252.83 k	252.83 k	252.83 k
P : Balanced	77.14 k	77.14 k	77.14 k
Ecc : Balanced	4.517 in	4.517 in	4.517 in

### Slenderness

per ACI 318-95 Section 10.12 & 10.13

Actual k Lu / r	60.000	Elastic Modulus	3,122.0 ksi	Beta	0.850
		ACI Eq. C-1	ACI Eq. C-2	ACI Eq. C-3	
Neutral Axis Distance		2.1200 in	7.6000 in	7.6000 in	
Phi		0.8056	0.7000	0.7000	
Max Limit k/r		34.0000	34.0000	34.0000	
Beta = M:sustained/M:max		0.4516	1.0000	1.0000	
Cm		1.0000	0.6000	0.6000	
EI / 1000		440.47	319.69	319.69	
Pc : pi^2 EI / (k Lu)^2		209.65	152.16	152.16	
alpha: MaxPu / (.75 Pc)		0.0789	0.0491	0.0315	
Delta		1.0856	1.0000	1.0000	
Ecc: Ecc Loads + Moments		11.845	0.840	0.840 in	
Design Ecc = Ecc * Delta		12.859	0.840	0.840 in	

### ACI Factors (per ACI 318-02, applied internally to entered loads)

ACI C-1 & C-2 DL	1.400	ACI C-2 Group Factor	0.750	Add'l "1.4" Factor for Seismic	1.400
ACI C-1 & C-2 LL	1.700	ACI C-3 Dead Load Factor	0.900	Add'l "0.9" Factor for Seismic	0.900
ACI C-1 & C-2 ST	1.700	ACI C-3 Short Term Factor	1.300		
....seismic = ST * :	1.100				

## BRITTLE AND DUCTILE FAILURES IN CONCRETE

This document determines the load carrying capabilities of a slab on a unit width basis.

Enter the problem conditions:

### Ramp Slab

Compressive strength of concrete	$f_c' := 3000 \cdot \frac{\text{lbf}}{\text{in}^2}$	
Yield strength of reinforcing steel	$f_y := 60000 \cdot \frac{\text{lbf}}{\text{in}^2}$	
Understrength factor	$\phi := 0.9$	
Unit Width	$b := 12 \cdot \text{in}$	
Slab depth	$h := 6 \cdot \text{in}$	
Concrete Cover	$\bar{c}_c := 1.5 \cdot \text{in}$	
Size of bar	$d_b := 4$	
Spacing of bars	$\bar{s}_c := 12 \cdot \text{in}$	
Depth to reinforcing	$d = 4.25 \cdot \text{in}$	
Area of Steel Provided	$A_s = 0.1963 \cdot \text{in}^2$	
Steel Ratio Provided	$\rho := \frac{A_s}{b \cdot d}$	$\rho = 3.85 \times 10^{-3}$
Beta factor	$\beta = 0.85$	
$\rho_b := \frac{0.85 \cdot \beta \cdot f_c'}{f_y} \cdot \left( \frac{87000}{87000 + f_y'} \right)$	$\rho_b = 0.0214$	
$\rho_{\max} := 0.75 \cdot \rho_b$	$\rho_{\max} = 0.016$	
$\rho_{\min} := \frac{200}{f_y'}$	$\rho_{\min} = 3.3333 \times 10^{-3}$	
Compression block	$a := \frac{A_s \cdot f_y}{0.85 \cdot f_c' \cdot b}$	$a = 0.38 \cdot \text{in}$
Ultimate moment	$M_u := \phi \cdot (A_s \cdot f_y) \cdot \left( d - \frac{a}{2} \right)$	
	$M_u = 3.6 \cdot \text{kip} \cdot \text{ft}$	
Shear Strength	$V_s := 0.85 \cdot (2 \cdot \sqrt{f_c'} \cdot b \cdot d) \cdot \frac{\text{lbf}}{\text{in}^2}$	
	$V_s = 5 \cdot \text{kip}$	



## GENERATOR FUEL CONSUMPTION WORKSHEET

MIAMI LAKES  
Facility: GOVERNMENT CENTER Process/Permit #: \_\_\_\_\_  
Address: 6601 MAIN ST. MIA. LAKES Folio Number #: 38-2013-001-0432  
Date: 3/20/2017 Reviewed by: \_\_\_\_\_

GENERATOR	
1. Type of Fuel:	<input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Gasoline <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas
2. Number of Generators: (include new and existing for entire site)	New: <input checked="" type="checkbox"/> Existing: <input type="checkbox"/>
3. Fuel Consumption of all Emergency Generators at full (100%) load (Table 1): (gallon / hour)	19.4
4. Exercise time: (hour / week)	1 HOUR
5. Annual Fuel Usage (gal / yr): = (3) × (4) × (52 weeks / yr)	1008.8
6. Is (5) greater than any of the following amounts? [5,400 gallons of gasoline; 64,000 gallons of diesel fuel; 288,000 gallons of propane; 8.8 million standard cubic feet of natural gas] <input type="checkbox"/> Yes. <b>STOP</b> . State and County Air Permit Applications need to be completed. Contact Air Facilities Section at 305.372.6925 for instructions. <input checked="" type="checkbox"/> No. Go to line 7.	
7. Potential Annual Fuel Consumption (gal / yr): = (3) × 500 (hr/year)	9,700
8. Is (7) greater than any of the following amounts? [5,400 gallons of gasoline; 64,000 gallons of diesel fuel; 288,000 gallons of propane; 8.8 million standard cubic feet of natural gas] <input type="checkbox"/> Yes. <b>STOP</b> . County Air Permit Application needs to be completed. <input checked="" type="checkbox"/> No. Go to line 9.	
9. Is there any other source of air emissions? <input type="checkbox"/> Yes. <b>STOP</b> . County Air Permit Application needs to be completed. <input checked="" type="checkbox"/> No. Resubmit your plans w/completed worksheet or make an appt. 786.315.2800 to see an AIR Reviewer.	

### Table 1: List of Generators\*

No.	Manufacturer	Model	kW	Fuel	Fuel Consumption @ full (100%) load	New/ Existing
1	CATERPILLAR	C-9	250	DIESEL	19.4	NEW
2						
3						
4						
5						
*Attach generator's specifications.				Total		gal/hr

The information provided above is true to the best of my knowledge and corresponds to the referenced project site.

CHARLES YOST, BASULTO & ASSOC  
Name in Print Responsible Party / Title ENGINEER

Signature





Image shown may not reflect actual package.

**STANDBY**  
**250 ekW 313 kVA**  
**60 Hz 1800 rpm 480 Volts**

Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

## FEATURES

### FUEL/EMISSIONS STRATEGY

- EPA Certified for Stationary Emergency Application (Emits Equivalent U.S. EPA Tier 3 Nonroad Standards)

### DESIGN CRITERIA

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response
- Cooling system designed to operate in 50°C / 122°F ambient temperatures with an air flow restriction of 0.5 in. water

### UL 2200 / CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply.

Consult with your Cat® Dealer.

### FULL RANGE OF ATTACHMENTS

- Wide range of bolt-on system expansion attachments, factory designed and tested
- Flexible packaging options for easy and cost effective installation

### SINGLE-SOURCE SUPPLIER

- Fully prototype tested with certified torsional vibration analysis available

### WORLDWIDE PRODUCT SUPPORT

- Cat dealers provide extensive post sale support including maintenance and repair agreements
- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- The Cat S•O•S<sup>SM</sup> program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products

### CAT C9 ATAAC DIESEL ENGINE

- Utilizes ACERT™ Technology
- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke-cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic controlled governor

### CAT GENERATOR

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation
- CSA Certified

### CAT EMCP 4 CONTROL PANELS

- Simple user friendly interface and navigation
- Scalable system to meet a wide range of customer needs
- Integrated Control System and Communications Gateway
- Integrated Voltage Regulation

### SEISMIC CERTIFICATION\*

- Seismic Certification available
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight and concrete strength.  
IBC Certification requires that the anchoring system used is reviewed and approved by a Professional Engineer
- Seismic Certification per Applicable Building Codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010

\*Not available with some options – consult with your Cat Dealer.

**STANDBY 250 kW 313 kVA**  
60 Hz 1800 rpm 480 Volts



**FACTORY INSTALLED STANDARD & OPTIONAL EQUIPMENT**

System	Standard	Optional
Air Inlet	<ul style="list-style-type: none"> <li>• Disposable air filter</li> </ul>	<input type="checkbox"/> Canister type, dual element <input type="checkbox"/> Heavy duty air cleaner
Cooling	<ul style="list-style-type: none"> <li>• Package mounted radiator</li> </ul>	
Exhaust	<ul style="list-style-type: none"> <li>• Exhaust flange outlet</li> </ul>	<input type="checkbox"/> Industrial <input type="checkbox"/> Residential / Critical
Fuel	<ul style="list-style-type: none"> <li>• Primary fuel filter with integral water separator</li> <li>• Secondary fuel filters</li> <li>• Fuel priming pump</li> </ul>	
Generator	<ul style="list-style-type: none"> <li>• Matched to the performance and output characteristics of Cat engines</li> <li>• IP23 Protection</li> </ul>	<input type="checkbox"/> Permanent magnet excitation (PMG) <input type="checkbox"/> Anti-condensation space heater <input type="checkbox"/> Coastal insulation protection <input type="checkbox"/> Internal excitation (IE) / AREP
Power Termination	<ul style="list-style-type: none"> <li>• Power terminal strips</li> </ul>	<input type="checkbox"/> Circuit breakers – 100% rated assembly, UL Listed <input type="checkbox"/> SUSE (Suitable for use as service equipment)
Control Panels	<ul style="list-style-type: none"> <li>• EMCP 4.2</li> </ul>	<input type="checkbox"/> EMCP 4.3 <input type="checkbox"/> EMCP 4.4 <input type="checkbox"/> Local and remote annunciator modules <input type="checkbox"/> Remote monitoring software
Mounting	<ul style="list-style-type: none"> <li>• Rubber vibration isolators</li> </ul>	
Starting/Charging	<ul style="list-style-type: none"> <li>• 24 volt starting motor &amp; charging alternator</li> <li>• Batteries</li> </ul>	<input type="checkbox"/> Battery chargers <input type="checkbox"/> Oversize batteries <input type="checkbox"/> Jacket water heater
General	<ul style="list-style-type: none"> <li>• Paint – Caterpillar Yellow except rails and radiators gloss black</li> <li>• Narrow skid base</li> </ul>	<p>The following options are based on regional and product configuration:</p> <input type="checkbox"/> Seismic Certification per Applicable Building Codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010 <input type="checkbox"/> UL 2200 Listed package <input type="checkbox"/> CSA Certified <input type="checkbox"/> Wide skid base <input type="checkbox"/> Sound attenuated enclosure <input type="checkbox"/> Weather protective enclosure <input type="checkbox"/> Integral dual wall UL Listed 8 hr fuel tank <input type="checkbox"/> Sub-base dual wall UL Listed 24 hr fuel tank <input type="checkbox"/> Sub-base dual wall UL Listed 48 hr fuel tank



# STANDBY 250 kW 313 kVA

60 Hz 1800 rpm 480 Volts



## SPECIFICATIONS

STANDARD CAT GENERATOR	
Frame size	LC5014H
Excitation	Self Excitation
Pitch	0.6667
Number of poles	4
Number of bearings	Single bearing
Number of leads	12
Insulation	UL 1446 Recognized Class H
IP Rating	IP23
Alignment	Pilot shaft
Overspeed capability (%)	125
Wave form deviation (%)	2
Voltage regulator	Three phase sensing
Voltage regulation	+/- 0.25% (steady state)
- Consult your Cat dealer for available voltages	
CAT DIESEL ENGINE	
C9 ATAAC, I-6, 4-Stroke Water-cooled Diesel	
Bore	112.00 mm (4.41 in)
Stroke	149.00 mm (5.87 in)
Displacement	8.80 L (537.01 in <sup>3</sup> )
Compression ratio	16.1:1
Aspiration	Air-to-air aftercooled
Fuel system	Hydraulic electronic unit injection
Governor type	Caterpillar ADEM™ control system

## CAT EMCP 4 SERIES CONTROLS

EMCP 4 controls including:

- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- kW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level

Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32) (4.2 only)
- Reverse reactive power (kVAR) (32RV)
- Overcurrent (50/51)

Communications:

- Four digital inputs (4.1)
- Six digital inputs (4.2 only)
- Four relay outputs (Form A)
- Two relay outputs (Form C)
- Two digital outputs
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:

- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator

# STANDBY 250 ekW 313 kVA

60 Hz 1800 rpm 480<sup>2</sup>/volts



## TECHNICAL DATA

<b>Open Generator Set - 1800 rpm/60 Hz/480 Volts</b>	<b>DM8501</b>	
<b>EPA Certified for Stationary Emergency Application (Emits Equivalent U.S. EPA Tier 3 Nonroad Standards)</b>		
<b>Generator Set Package Performance</b> Genset power rating @ 0.8 pf Genset power rating with fan	313 kVA 250 ekW	
<b>Fuel Consumption</b> 100% load with fan 75% load with fan 50% load with fan	73.3 L/hr 58.8 L/hr 43.8 L/hr	19.4 gal/hr 15.5 gal/hr 11.6 gal/hr
<b>Cooling System<sup>1</sup></b> Air flow restriction (system) Air flow (max @ rated speed for radiator arrangement) Engine coolant capacity with radiator/exp. tank Engine coolant capacity Radiator coolant capacity	0.12 kPa 600 m <sup>3</sup> /min 46.7 L 22.0 L 24.7 L	0.48 in. water 21189 cfm 12.3 gal 5.8 gal 6.5 gal
<b>Inlet Air</b> Combustion air inlet flow rate	25.2 m <sup>3</sup> /min	890 cfm
<b>Exhaust System</b> Exhaust stack gas temperature Exhaust gas flow rate Exhaust flange size (internal diameter) Exhaust system backpressure (maximum allowable)	456°C 63.6 m <sup>3</sup> /min 127.0 mm 10.0 kPa	852°F 2246 cfm 5.0 in 40.1 in. water
<b>Heat Rejection</b> Heat rejection to coolant (total) Heat rejection to exhaust (total) Heat rejection to aftercooler Heat rejection to atmosphere from engine Heat rejection to atmosphere from generator	104 kW 277 kW 82 kW 18 kW 19.7 kW	5914 Btu/min 15753 Btu/min 4663 Btu/min 1024 Btu/min 1120 Btu/min
<b>Alternator<sup>2</sup></b> Motor starting capability @ 30% voltage dip Frame Insulation class Temperature rise	543 skV LC5014H H 150°C	270°F
<b>Lubrication System</b> Sump refill with filter	39.0 L	10.3 gal
<b>Emissions (Nominal)<sup>3</sup></b> NOx g/hp-hr CO g/hp-hr HC g/hp-hr PM g/hp-hr	2.91 g/hp-hr 0.37 g/hp-hr 0.09 g/hp-hr 0.081 g/hp-hr	

<sup>1</sup> For site specific ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

<sup>2</sup> Generator temperature rise is based on a 40° C (104° F) ambient per NEMA MG1-32.

<sup>3</sup> Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77°F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

# STANDBY 250 ekW 313 kVA

60 Hz 1800 rpm 480 Volts



## RATING DEFINITIONS AND CONDITIONS

---

### Applicable Codes and Standards:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200, NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG1-22, NEMA MG1-33, 72/23/EEC, 98/37/EC, 2004/108/EC.

**Standby** – Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

**Ratings** are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

**Fuel Rates** are based on fuel oil of 35° API (16°C or 60°F) gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.).

**Additional Ratings** may be available for specific customer requirements. Consult your Cat representative for details.



# STANDBY 250 kW 313 kVA

60 Hz 1800 rpm 480 Volts



## DIMENSIONS

Package Dimensions		
Length	2870 mm	113.0 in
Width	1622 mm	63.9 in
Height	2065 mm	81.3 in
Weight*	2106 kg	4643 lb

\*With Oil and Coolant.

**NOTE:** For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions.

Performance No.: DM8501

[www.Cat-ElectricPower.com](http://www.Cat-ElectricPower.com)

Feature Code: C09DE47

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Gen. Arr. Number: 449-0571

Source: U.S. Sourced

Materials and specifications are subject to change without notice.  
The International System of Units (SI) is used in this publication.

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LEHE0489-00 (02/14)



**SPILL PREVENTION AND RESPONSE PLAN  
(SPRP)**

☒ New

☐ Amendment

Effective date: 3/20/2017

This plan is required of all sites with aboveground tanks with a capacity greater than 550 gallons that contain regulated substances, hazardous materials, or pollutants as defined in Florida Statute 376.3.

FACILITY NAME: MIAMI LAKES GOVERNMENT CENTER

FACILITY OWNER: TOWN OF MIAMI LAKES

FACILITY OPERATOR (person in charge): CARLOS ACOSTA

FACILITY ADDRESS: 6601 MAIN STREET  
MIAMI LAKES, FLORIDA 33014

TELEPHONE NUMBER: 305-364-6100 24 HOUR NUMBER: 305-364-6100

All aboveground tanks with a capacity greater than 550 gallons containing pollutants and all underground tanks with a capacity of 110 gallons or greater that contain regulated substances shall comply with Chapter 62-761, FAC. Please list in Table I all above (A) or underground (U) storage tanks at this facility and attach a scaled site sketch (8.5"x11") indicating the location of all tanks and monitoring wells on site.

**TABLE I**

Tank No.	Installation Date	Tank Capacity (Gallons)	Material of Construction	A U	Product Stored
1	8-15-17	549	STEEL	A	DIESEL

If more lines are needed, please attach a separate page.

The aboveground tank(s) is/are provided with secondary containment by

- ☒ a) an FDEP approved doublewalled tank or  
☐ b) an impermeable diked area with a capacity of 110% of the volume of the largest tank within the diked area.



## SPILL RESPONSE

If the aboveground tank is secondarily contained within a diked area, this dike shall contain any spill. Any spilled product within the diked area shall be pumped out or recovered with an absorbent material, containerized and disposed of properly or else the facility's specific spill response plan must be provided. Be advised that all work, including all applicable safety requirements, must comply with the applicable requirements of Chapter 24 of the Miami-Dade County Code, Chapter 62-770, and 62-761 of the Florida Administrative Code (FAC), United States Occupational Safety and Health Administration (OSHA), and National Fire Prevention Association (NFPA) and all other applicable regulations.

If the aboveground tank is doublewalled, a breach in the primary tank will discharge into the secondary tank and be detected through the interstitial monitoring provided for the tank.

Any discharges outside the secondary containment shall be recovered with an absorbent material, containerized and disposed of properly.

**\*\*Attach a list of equipment and/or materials on-site to handle spills from a failure of a tank.\*\***

## ROUTINE INSPECTIONS

The operator of regulated aboveground storage tanks shall comply with the requirements of Chapter 62-761 for inventory, release detection and recordkeeping. All paperwork shall be made available for routine annual inspections.

For all other unregulated aboveground tanks, a schedule for in-house tank inspections and recordkeeping to be performed must be maintained. Attached please find a recommended schedule.

## CERTIFICATION

I hereby certify and attest that the information contained herein and in the construction plans submitted with this SPRP, is true, correct and complete to the best of my knowledge. Furthermore, I agree to maintain and operate this facility in compliance with this plan.

\_\_\_\_\_  
Signature of Responsible Party (Must be notarized.)

\_\_\_\_\_  
Print Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary Public



## RECOMMENDED IN-HOUSE INSPECTION SCHEDULE

INSPECTION/TEST RECORD	FREQUENCY
---------------------------	-----------

---

Tank integrity - visual	Monthly
Tank supports and foundation - visual	Daily
Liquid sensing devices, interstitial monitoring device or site glass, monitoring wells - visual	Weekly
Aboveground valves, piping, fittings - visual	Daily
Corrective actions, maintenance	As required

---



## FUEL SPILL PROVISIONS

THE CONTRACTOR SHALL PROVIDE TO THE OWNER THE FOLLOWING MATERIALS:

(1) FUEL SPILL KIT (GATOR INTERNATIONAL #SP-58) TO INCLUDE:

- (1) 58 GALLON DRUM
- (1) 30 POUND BAG 'GATOR' OIL ABSORBENT
- (4) 5' x 10' ABSORBENT 'BOOMS'
- (8) 4' x 4' ABSORBENT 'SOCKS'
- (100) ABSORBENT PADS
- (2) DUST MASKS
- (2) PAIRS RUBBER GLOVES
- (2) GOGGLES
- (1) BROOM AND DUST PAN
- (2) DISPOSAL BAGS
- (1) PACKAGE LEAK PLUGS

## **EXHIBIT C – Structural Calculation for Generator**

**Structural Calculations  
For the  
Generator Building  
for the  
Town of Miami Lakes Government  
Center**

**At  
6601 Main Street  
Miami Lakes, Florida**

**Santiago Aranegui P.E.**

6431 SW 145 street  
Coral Gables, Florida 33158  
Voice: 305.431-6747 Fax: 786-573-3538.

Job No.: 2017-0096

**March 7, 2017**



**Santiago Aranegui, P.E.  
Structural Engineer #48106**

## MECAWind Version 2.1.1.0 per ASCE 7-10

Developed by MECA Enterprises, Inc. Copyright 2017

Date : 3/7/2017  
Company Name :  
Address :  
City :  
State :  
File Location: C:\Program Files\MECAWind\Default.wnd

Project No. :  
Designed By :  
Description :  
Customer Name :  
Proj Location :

### Directional Procedure All Heights Building (Ch 27 Part 1)

All pressures shown are based upon ASD Design, with a Load Factor of .6

Basic Wind Speed(V)	=	175.00 mph		
Structural Category	=	II	Exposure Category	= C
Natural Frequency	=	N/A	Flexible Structure	= No
Importance Factor	=	1.00	Kd Directional Factor	= 0.85
Damping Ratio (beta)	=	0.01		
Alpha	=	9.50	Zg	= 900.00 ft
At	=	0.11	Bt	= 1.00
Am	=	0.15	Bm	= 0.65
Cc	=	0.20	l	= 500.00 ft
Epsilon	=	0.20	Zmin	= 15.00 ft
Slope of Roof	=	0 : 12	Slope of Roof(Theta)	= .00 Deg
Ht: Mean Roof Ht	=	20.92 ft	Type of Roof	= Monoslope
RHt: Ridge Ht	=	15.00 ft	Eht: Eave Height	= 15.00 ft
OH: Roof Overhang at Eave	=	.00 ft	Roof Area	= 14335 ft^2
Bldg Length Along Ridge	=	19.00 ft	Bldg Width Across Ridge	= 14.00 ft

### Gust Factor Category I Rigid Structures - Simplified Method

Gust1: For Rigid Structures (Nat. Freq.>1 Hz) use 0.85 = 0.85

### Gust Factor Category II Rigid Structures - Complete Analysis

Zm:  $0.6 \cdot H_t$  = 15.00 ft  
lzm:  $C_c \cdot (33/Z_m)^{0.167}$  = 0.23  
Lzm:  $l \cdot (Z_m/33)^{\text{Epsilon}}$  = 427.06 ft  
Q:  $(1/(1+0.63 \cdot ((B+H_t)/L_{zm})^{0.63}))^{0.5}$  = 0.94  
Gust2:  $0.925 \cdot ((1+1.7 \cdot l_{zm} \cdot 3.4 \cdot Q)/(1+1.7 \cdot 3.4 \cdot l_{zm}))$  = 0.89

### Gust Factor Summary

Not a Flexible Structure use the Lessor of Gust1 or Gust2 = 0.85

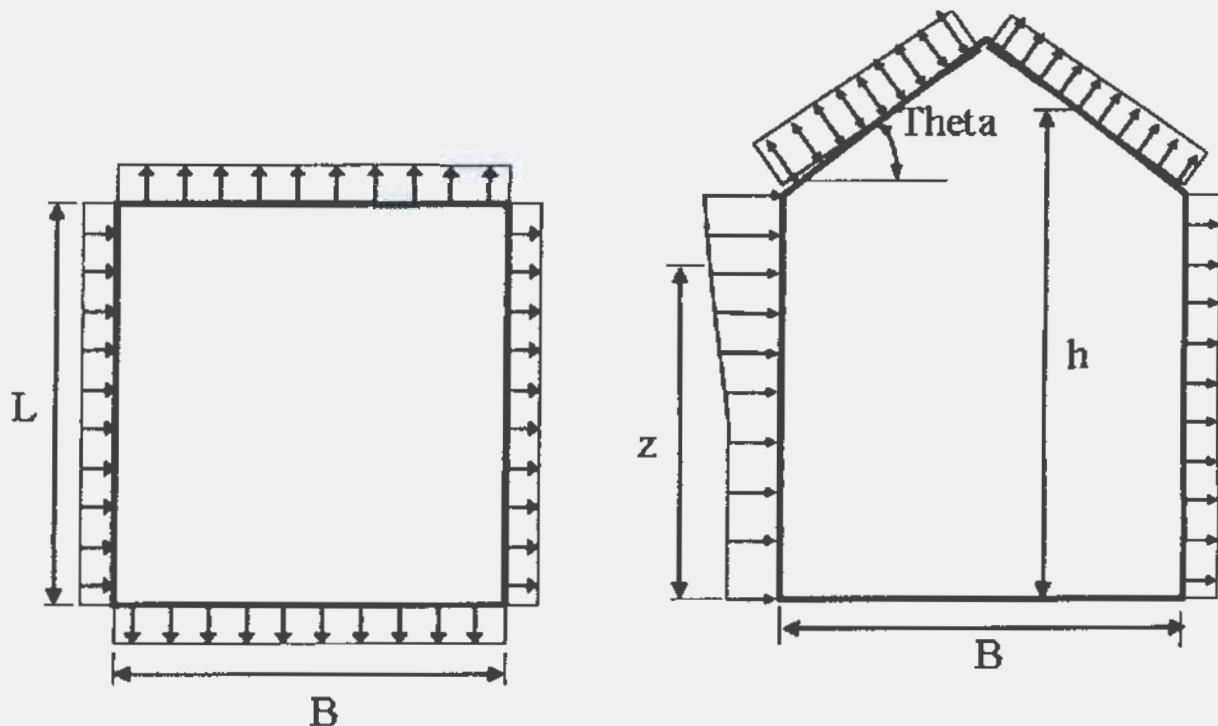
### Table 26.11-1 Internal Pressure Coefficients for Buildings, GCpi

GCpi : Internal Pressure Coefficient = +/-0.18

### Figure 27.4-1. External Pressure Coefficients

Cp - Loads on Main Wind-Force Resisting Systems





$K_h: 2.01 * (H_t / Z_g)^{(2 / \alpha)}$  = 0.91  
 $K_{ht}$ : Topographic Factor (Figure 6-4) = 1.00  
 $Q_h: .00256 * (V)^2 * I * K_h * K_{ht} * K_d$  = 36.40 psf  
 $C_{pww}$ : Windward Wall  $C_p$  (Ref Fig 6-6) = 0.80  
 Roof Area = 14335.00 ft<sup>2</sup>  
 Reduction Factor based on Roof Area = 0.80

**MWFRS-Wall Pressures for Wind Normal to 19 ft wall (Normal to Ridge)**

Wall	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
Leeward Wall	-0.50	-22.02	-8.92
Side Walls	-0.70	-28.21	-15.11

Wall	Elev ft	$K_z$	$K_{zt}$	$q_z$ psf	Press +GCpi	Press -GCpi	Total +/-GCpi
Windward	20.92	0.91	1.00	36.40	18.20	31.31	40.23
Windward	20.00	0.90	1.00	36.06	17.97	31.07	39.99
Windward	10.00	0.85	1.00	33.94	16.53	29.63	38.55

Note: 1) Total = Leeward GCpi + Windward GCpi

Roof - Dist from Windward Edge	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
0.0 ft to 10.5 ft	-1.04	-38.73	-25.63
10.5 ft to 14.0 ft	-0.70	-28.21	-15.11

**MWFRS-Wall Pressures for Wind Normal to 14 ft wall (Along Ridge)**

Wall	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
Leeward Wall	-0.43	-19.81	-6.71
Side Walls	-0.70	-28.21	-15.11

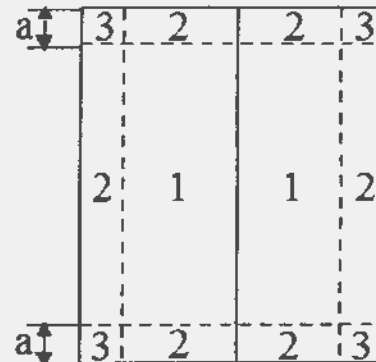
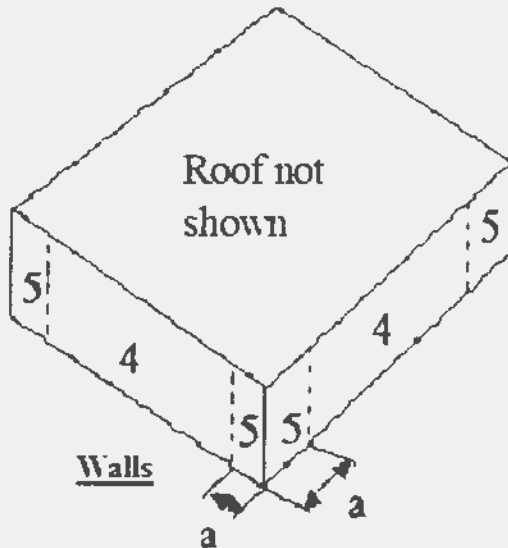
p3: Positive Wall Pressure on Back of Parapet (Zone 4)	=	53.10	psf
p3: Positive Wall Pressure on Back of Parapet (Zone 5)	=	53.10	psf
p4: Negative Wall Pressure on Back of Parapet (Zone 4)	=	-40.07	psf
p4: Negative Wall Pressure on Back of Parapet (Zone 5)	=	-73.44	psf

# MECAWind Version 2.1.1.0 ASCE 7-10

Developed by MECA Enterprises, Inc. Copyright 2017

Date : 3/7/2017  
 Company Name :  
 Address :  
 City :  
 State :  
 File Location: C:\Program Files\MECAWind\Default.wnd

Project No. :  
 Designed By :  
 Description :  
 Customer Name :  
 Proj Location :



Gable Roof  $\theta \leq 7$

## Wind Pressure on Components and Cladding (Ch 30 Part 1)

All pressures shown are based upon ASD Design, with a Load Factor of .6

Width of Pressure Coefficient Zone "a" = 3 ft

Description	Width ft	Span ft	Area Zone ft <sup>2</sup>	Max GCp	Min GCp	Max P psf	Min P psf
ROOF	2.00	5.00	10.0 1	0.30	-1.00	17.47	-42.96
ROOF	2.00	5.00	10.0 2	0.30	-1.80	17.47	-72.08
ROOF	2.00	5.00	10.0 3	0.30	-2.80	17.47	-108.48
ROOF	2.00	5.00	10.0 2H	0.30	-1.70	16.00	-61.89
ROOF	2.00	5.00	10.0 3H	0.30	-2.80	16.00	-101.93
ROOF	2.00	10.00	33.3 1	0.25	-0.95	16.00	-41.05
ROOF	2.00	10.00	33.3 2	0.25	-1.43	16.00	-58.76
ROOF	2.00	10.00	33.3 3	0.25	-1.91	16.00	-76.12
ROOF	2.00	10.00	33.3 2H	0.25	-1.65	16.00	-59.98
ROOF	2.00	10.00	33.3 3H	0.25	-1.75	16.00	-63.86
ROOF	25.00	2.00	50.0 1	0.23	-0.93	16.00	-40.41
ROOF	25.00	2.00	50.0 2	0.23	-1.31	16.00	-54.27
ROOF	25.00	2.00	50.0 3	0.23	-1.61	16.00	-65.23
ROOF	25.00	2.00	50.0 2H	0.23	-1.63	16.00	-59.34
ROOF	25.00	2.00	50.0 3H	0.23	-1.40	16.00	-51.04
ROOF	25.00	3.00	75.0 1	0.21	-0.91	16.00	-39.77
ROOF	25.00	3.00	75.0 2	0.21	-1.19	16.00	-49.78
ROOF	25.00	3.00	75.0 3	0.21	-1.31	16.00	-54.33
ROOF	25.00	3.00	75.0 2H	0.21	-1.61	16.00	-58.70
ROOF	25.00	3.00	75.0 3H	0.21	-1.05	16.00	-38.22
ROOF	50.00	2.00	100.0 1	0.20	-0.90	16.00	-39.32
ROOF	50.00	2.00	100.0 2	0.20	-1.10	16.00	-46.60
ROOF	50.00	2.00	100.0 3	0.20	-1.10	16.00	-46.60
ROOF	50.00	2.00	100.0 2H	0.20	-1.60	16.00	-58.25
ROOF	50.00	2.00	100.0 3H	0.20	-0.80	16.00	-29.12

WALL	2.00	10.00	33.3	4	0.82	-0.91	36.29	-39.57
WALL	2.00	10.00	33.3	5	0.82	-1.09	36.29	-46.37
WALL	3.00	12.00	48.0	4	0.79	-0.88	35.37	-38.65
WALL	3.00	12.00	48.0	5	0.79	-1.04	35.37	-44.54
WALL	4.00	15.00	75.0	4	0.76	-0.85	34.25	-37.53
WALL	4.00	15.00	75.0	5	0.76	-0.98	34.25	-42.30
ROLL UP DOOR	7.00	8.00	56.0	4	0.78	-0.87	34.99	-38.26
ROLL UP DOOR	7.00	8.00	56.0	5	0.78	-1.02	34.99	-43.76
DOOR	3.00	7.00	21.0	4	0.85	-0.94	37.45	-40.73
DOOR	3.00	7.00	21.0	5	0.85	-1.16	37.45	-48.69

Khcc:Comp. & Clad. Table 6-3 Case 1

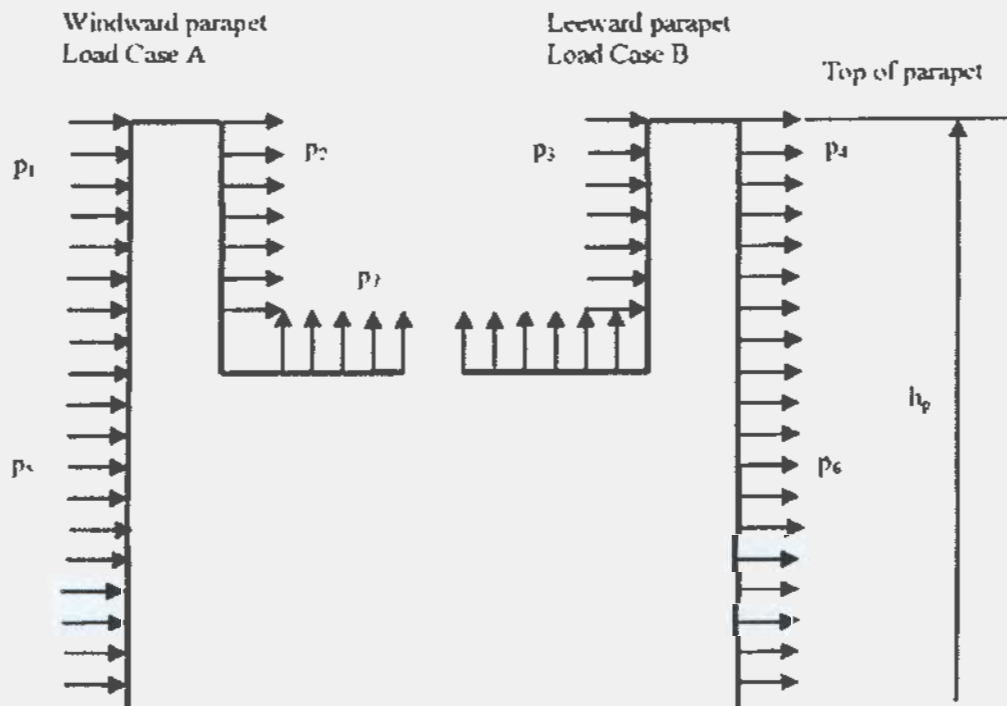
= 0.91

Qhcc:.00256\*V^2\*Khcc\*Kht\*Kd

= 36.40 psf

### Parapets Components & Cladding (Ch 30 Part 4, Para 30.7.1.2)

Pressures taken from Table 30.7-2 at top of Parapet and multiplied by Exposure Adjustment Factor (EAF = 1.000), Topographic Factor ( $K_{zt} = 1.00$ ) and Reduction Factor ( $R_F = 1.0$ ). The effective area for the parapet is 10 sq ft [0.929 sq m] to be conservative, which makes the Reduction Factor 1.



Load Case A - Apply Positive Wall Pressure to Front and negative roof pressure to back.

$p_1$ : Positive Wall Pressure on Front of Parapet (Zone 4) = 53.10 psf  
 $p_1$ : Positive Wall Pressure on Front of Parapet (Zone 5) = 53.10 psf

$p_2$ : Negative Roof Pressure on Back of Parapet (Zone 2) = -91.98 psf  
 $p_2$ : Negative Roof Pressure on Back of Parapet (Zone 3) = -125.36 psf

Load Case B - Apply Positive Wall Pressure to Back and Negative Wall Pressure to the front.

**SANTIAGO ARANEGUI P.E.****ENGINEERS**

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Tel: (305) 431-6747

Fax: (786) 573-3538

JOB

Hurricane

SHEET NO.

OF

PROJECT NO.

CALCULATED BY

DATE

LOADS

$$\begin{array}{lcl} \text{Roof Live Load} & = 30 \text{ PSF} & \times 1.16 = 48 \text{ PSF} \\ \text{Roof Structure DW} & = 15 \text{ PSF} & \times 1.12 = 90 \text{ PSF} \\ \text{Roof S.D.C.} & = 15 \text{ PSF} & \times 1.12 = 18 \text{ PSF} \\ & & \hline & & 156 \text{ PSF} \end{array}$$

Wind Loads: ASCE 7-10

V = 154 mph / Exposure "C"

$$\begin{array}{l} \text{Analyze Roof Slab. } L_{\text{Roof}} = 12-8" \\ M_u = 156 \text{ PSF} (12.67')^2 / 8 = 31.30 \text{ FTS} \end{array}$$

(REFER TO FURTHER)

USE 6" CON. SLAB / #5 @ 12" O.C.  
 $M_n = 6 \text{ FTS}$

Analyze Masonry Walls:

$$\text{Wall Height} = 12-0"$$

$$\begin{array}{lcl} \text{Wind Pressure} & = & -39.6 \text{ PSF} \quad \text{ZONE 4} \\ & & -46.4 \text{ PSF} \quad \text{ZONE 5} \end{array}$$

$$\begin{array}{lcl} \text{Gravity Loads: } & & \\ \text{DL} & = 30 \text{ PSF} (7') = 210 \text{ PSF} \\ \text{PL} & = 90 \text{ PSF} (7') = 630 \text{ PSF} \\ & & \hline & & 840 \text{ PSF} \end{array}$$

(REFER TO FURTHER)



# SANTIAGO ARANEGUI P.E.

## ENGINEERS

6431 SW 145 Street, Coral Gables, FL 33158

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JOB Miami Lakes  
SHEET NO. 2 OF         
PROJECT NO.         
CALCULATED BY         
DATE       

### ANALYZE FOUNDATIONS:

$$\text{Wall Loads} = 840 \text{ ft} + 65 \text{ ft} (16') = 1880 \text{ ft}$$

$$\text{FOUNDATION AREA} = \frac{1880 \text{ ft}}{200 \text{ ft}} = 9'0" \text{ (29' PROPOSED)}$$

### ANALYZE COLUMN (C1) (8x12)

$$\text{Gravity Loads} = 120 \text{ ft} (4) (4.5) = 2160 \text{ ft}$$

$$(0.67) (4.5) (150 \text{ ft}) (4.5) = 2055 \text{ ft}$$

$$(0.67) (1) (150) (16') = 1608 \text{ ft}$$

$$\underline{5803 \text{ ft}}$$

$$\text{Wind Loads} = 31.6 \text{ ft} (4.5) = 178 \text{ ft}$$

(DIFFER TO FUTURE)

$$\text{FOUNDATION (DIFFER)} = \frac{5803 \text{ ft}}{200 \text{ ft}} = 2.9 \text{ ft} = 2' \times 1.5'$$

(C1)

### ANALYZE DECK SLAB:

$$\text{LL} = 100 \text{ ft} \times 1.16 = 160 \text{ ft}$$

$$\text{DL} = 75 \text{ ft} \times 1.2 = 90 \text{ ft}$$

$$\underline{250 \text{ ft}}$$

$$M_u = 250 \text{ ft} (5) / 8 = 156.25 \text{ ft}$$

PER MOMENTS:

6" Char. Bars w/ #4 @ 12" O.C.  
Min 3.6 ft



3403 NW 82nd Avenue, Suite 320-B  
 Miami, Florida 33122  
 305.599.8133  
 305.599.8076 FAX

Title :  
 Dsgnr:  
 Description :  
 Scope :

Job #  
 Date: 11:33PM, 16 OCT 15

Rev: 580001  
 User: KW-0604804, Ver 5.8.0, 1-Dec-2003  
 (c)1983-2003 ENERCALC Engineering Software

## Masonry Wall Design

1.scrw Calculations

Description Typical Wall

### General Information

Code Ref: ACI 530-02

Wall Height	12.00 ft	Seismic Factor	0.3300	f <sub>m</sub>	1,500.0 psi
Parapet Height	0.00 ft	Calc of E <sub>m</sub> = f <sub>m</sub> *	900.00	F <sub>s</sub>	24,000.0 psi
Thickness	8.0 in	Duration Factor	1.330	Special Inspection Grout @ Rebar Only Medium Weight Block Equivalent Solid Thickness 4.700 in	
Rebar Size	5	Wall Wt Mult.	1.000		
Rebar Spacing	40 in				
Depth to Rebar	3.810 in @ Center				

### Loads

Uniform Load		Concentric Axial Load		Wind Load	46.400 psf
Dead Load	630.000 #/ft	Dead Load	0.000 #/ft		
Live Load	210.000 #/ft	Live Load	0.000 #/ft		
Load Eccentricity	0.000 in	Roof Load			
Roof Load					

### Design Values

E	1,350,000 psi	Rebar Area	0.093 in <sup>2</sup>	n <sub>p</sub>	0.04370	j	0.91495
n : E <sub>s</sub> / E <sub>m</sub>	21.481	Radius of Gyration	2.521 in	k	0.25514	2 / k <sub>j</sub>	8.56756
Wall Weight	53.000 psf	Moment of Inertia	358.350 in <sup>4</sup>				
Max Allow Axial Stress = 0.25 f <sub>m</sub> (1-(h/140r) <sup>2</sup> ) * Splnsp			312.56 psi				
Allow Masonry Bending Stress = 0.33 f <sub>m</sub> * Splnsp =			495.00 psi				
Allow Steel Bending Stress =			24,000.00 psi				

### Load Combination & Stress Details Summary

	Moment in-#	Axial Load lbs	Steel psi	Bending Stresses Masonry psi	Axial Compression psi
Top of Wall					
DL + LL	0.0	840.0	0.0	0.0	14.89
DL + LL + Wind	0.0	630.0	0.0	0.0	11.17
DL + LL + Seismic	0.0	630.0	0.0	0.0	11.17
Between Base & Top of Wall					
DL + LL	0.0	1,158.0	0.0	0.0	20.53
DL + LL + Wind	10,022.4	948.0	30,914.6	492.9	16.81
DL + LL + Seismic	3,777.8	948.0	11,653.0	185.8	16.81

### Summary

12.00ft high wall with 0.00ft parapet, Med Wt Block w/ 8.00in wall w/ #5 bars at 40.00ino.c. at center

Max. Bending Compressive Stress .....	509.75 OK
Allowable .....	658.35 OK
Max. Axial Only Compressive Stress .....	20.53 psi
Allowable .....	312.56 OK
Max Steel Bending Stress .....	30,914.64 psi
Allowable .....	31,920.00 OK



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Dsgnr:  
Description :  
Scope :

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Rev: 580001  
User: KW-0604804, Ver 5.8.0, 1-Dec-2003  
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## Masonry Wall Design

1.ecw Calculations

Description      Typical Wall

### Final Loads & Moments

Wall Weight moment @ Mid Ht	318.00 lbs	Wind Moment @ Mid Ht	10,022.40 in-#
		Seismic Moment @ Mid Ht	3,777.84 in-#
Dead Load Moment @ Top of Wall	0.00 in-#		
Dead Load Moment @ Mid Ht	0.00 in-#	Total Dead Load	630.00 lbs
		Total Live Load	210.00 lbs
Live Load Moment @ Top of Wall	0.00 in-#		
LiveLoad Moment @ Mid Ht	0.00 in-#		
Maximum Allow Moment for Applied Axial Load =		7,780.70 in-#	
Maximum Allow Axial Load for Applied Moment =		17,628.31 lbs	

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Title :  
Dsgnr:  
Description :  
Scope :

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## Rectangular Concrete Column

1 row Calculations

Description Column C1

### General Information

Code Ref: ACI 318-02, 1997 UBC, 2003 IBC, 2003 NFPA 5000

Width	12.000 in	f <sub>c</sub>	3,000.0 psi	Total Height	12.000 ft
Depth	8.000 in	F <sub>y</sub>	60,000.0 psi	Unbraced Length	12.000 ft
Rebar:		Seismic Zone	4	Eff. Length Factor	1.000
2- # 5 d =	2.000 in	LL & ST Loads Act Separately		Column is BRACED	
2- # 5 d =	6.000 in				

### Loads

Note: Load factoring supports 2003 IBC and 2003 NFPA 5000 by virtue of their references to ACI 318-02 for concrete design.  
Factoring of entered loads to ultimate loads within this program is according to ACI 318-02 C.2

	Dead Load	Live Load	Short Term	Eccentricity	
Axial Loads	4.000 k	4.000 k	k	in	
Lateral Uniform Loads				Start Loc	End Loc
# 1	k/ft	0.400 k/ft	k/ft		ft
# 2	k/ft	k/ft	k/ft		ft

### Summary

Column is OK

12.00 x 8.00in Column, Rebar: 2-#5 @ 2.00in, 2-#5 @ 6.00in

	ACI C-1	ACI C-2	ACI C-3
Applied : P <sub>u</sub> : Max Factored	12.40 k	5.60 k	3.60 k
Allowable : P <sub>n</sub> * Phi @ Design Ecc.	15.64 k	170.15 k	170.15 k
M-critical	12.24 k-ft	0.39 k-ft	0.25 k-ft
Combined Eccentricity	11.845 in	0.840 in	0.840 in
Magnification Factor	1.09	1.00	1.00
Design Eccentricity	12.859 in	0.840 in	0.840 in
Magnified Design Moment	13.29 k-ft	0.39 k-ft	0.25 k-ft
P <sub>o</sub> * .80	252.83 k	252.83 k	252.83 k
P : Balanced	77.14 k	77.14 k	77.14 k
Ecc : Balanced	4.517 in	4.517 in	4.517 in

### Slenderness

per ACI 318-95 Section 10.12 & 10.13

Actual k L <sub>u</sub> / r	60.000	Elastic Modulus	3,122.0 ksi	Beta	0.850
		ACI Eq. C-1	ACI Eq. C-2	ACI Eq. C-3	
Neutral Axis Distance		2.1200 in	7.6000 in	7.6000 in	
Phi		0.8056	0.7000	0.7000	
Max Limit k/l/r		34.0000	34.0000	34.0000	
Beta = M:sustained/M:max		0.4516	1.0000	1.0000	
C <sub>m</sub>		1.0000	0.6000	0.6000	
EI / 1000		440.47	319.69	319.69	
P <sub>c</sub> : pi^2 EI / (k L <sub>u</sub> )^2		209.65	152.16	152.16	
alpha: MaxP <sub>u</sub> / (.75 P <sub>c</sub> )		0.0789	0.0491	0.0315	
Delta		1.0856	1.0000	1.0000	
Ecc: Ecc Loads + Moments		11.845	0.840	0.840 in	
Design Ecc = Ecc * Delta		12.859	0.840	0.840 in	

### ACI Factors (per ACI 318-02, applied internally to entered loads)

ACI C-1 & C-2 DL	1.400	ACI C-2 Group Factor	0.750	Add'l "1.4" Factor for Seismic	1.400
ACI C-1 & C-2 LL	1.700	ACI C-3 Dead Load Factor	0.900	Add'l "0.9" Factor for Seismic	0.900
ACI C-1 & C-2 ST	1.700	ACI C-3 Short Term Factor	1.300		
....seismic = ST * :	1.100				

## BRITTLE AND DUCTILE FAILURES IN CONCRETE

This document determines the load carrying capabilities of a slab on a unit width basis.

Enter the problem conditions:

### Ramp Slab

Compressive strength of concrete	$f_c' := 3000 \cdot \frac{\text{lbf}}{\text{in}^2}$	
Yield strength of reinforcing steel	$f_y := 60000 \cdot \frac{\text{lbf}}{\text{in}^2}$	
Understrength factor	$\phi := 0.9$	
Unit Width	$b := 12 \cdot \text{in}$	
Slab depth	$h := 6 \cdot \text{in}$	
Concrete Cover	$\bar{c}_c := 1.5 \cdot \text{in}$	
Size of bar	$d_b := 4$	
Spacing of bars	$\bar{s}_c := 12 \cdot \text{in}$	
Depth to reinforcing	$d = 4.25 \cdot \text{in}$	
Area of Steel Provided	$A_s = 0.1963 \cdot \text{in}^2$	
Steel Ratio Provided	$\rho := \frac{A_s}{b \cdot d}$	$\rho = 3.85 \times 10^{-3}$
Beta factor	$\beta = 0.85$	
$\rho_b := \frac{0.85 \cdot \beta \cdot f_c'}{f_y} \cdot \left( \frac{87000}{87000 + f_y'} \right)$	$\rho_b = 0.0214$	
$\rho_{\max} := 0.75 \cdot \rho_b$	$\rho_{\max} = 0.016$	
$\rho_{\min} := \frac{200}{f_y'}$	$\rho_{\min} = 3.3333 \times 10^{-3}$	
Compression block	$a := \frac{A_s \cdot f_y}{0.85 \cdot f_c' \cdot b}$	$a = 0.38 \cdot \text{in}$
Ultimate moment	$M_u := \phi \cdot (A_s \cdot f_y) \cdot \left( d - \frac{a}{2} \right)$	
	$M_u = 3.6 \cdot \text{kip} \cdot \text{ft}$	
Shear Strength	$V_s := 0.85 \cdot (2 \cdot \sqrt{f_c'} \cdot b \cdot d) \cdot \frac{\text{lbf}}{\text{in}^2}$	
	$V_s = 5 \cdot \text{kip}$	





## GENERATOR FUEL CONSUMPTION WORKSHEET

Facility: MIAMI LAKES GOVERNMENT CENTER Process/Permit #: \_\_\_\_\_  
Address: 6601 MAIN ST. MIA. LAKES Folio Number #: 32-2013-001-0432  
Date: 3/20/2017 Reviewed by: \_\_\_\_\_

GENERATOR	
1. Type of Fuel:	<input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Gasoline <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas
2. Number of Generators: (include new and existing for entire site)	New: <input checked="" type="checkbox"/> Existing: _____
3. Fuel Consumption of all Emergency Generators at full (100%) load (Table 1): (gallon / hour)	<u>19.4</u>
4. Exercise time: (hour / week) <u>1 Hour</u>	5. Annual Fuel Usage (gal / yr): = (3) × (4) × (52 weeks / yr) <u>1008.8</u>
6. Is (5) greater than any of the following amounts? [5,400 gallons of gasoline; 64,000 gallons of diesel fuel; 288,000 gallons of propane; 8.8 million standard cubic feet of natural gas] <input type="checkbox"/> Yes. <b>STOP</b> . State and County Air Permit Applications need to be completed. Contact Air Facilities Section at 305.372.6925 for instructions. <input checked="" type="checkbox"/> No. Go to line 7.	
7. Potential Annual Fuel Consumption (gal / yr): = (3) × 500 (hr/year) <u>9,700</u>	
8. Is (7) greater than any of the following amounts? [5,400 gallons of gasoline; 64,000 gallons of diesel fuel; 288,000 gallons of propane; 8.8 million standard cubic feet of natural gas] <input type="checkbox"/> Yes. <b>STOP</b> . County Air Permit Application needs to be completed. <input checked="" type="checkbox"/> No. Go to line 9.	
9. Is there any other source of air emissions? <input type="checkbox"/> Yes. <b>STOP</b> . County Air Permit Application needs to be completed. <input checked="" type="checkbox"/> No. Resubmit your plans w/completed worksheet or make an appt. 786.315.2800 to see an AIR Reviewer.	

Table 1: List of Generators*						
No.	Manufacturer	Model	kW	Fuel	Fuel Consumption @ full (100%) load	New/ Existing
1	CATERPILLAR	C-9	250	DIESEL	19.4	NEW
2						
3						
4						
5						
				Total		gal/hr

\*Attach generator's specifications.

The information provided above is true to the best of my knowledge and corresponds to the referenced project site.

CHARLES YOST, BASULTO & ASSOC  
Name in Print Responsible Party / Title ENGINEER

Signature Chab yost





Image shown may not reflect actual package.

**STANDBY**  
**250 ekW 313 kVA**  
**60 Hz 1800 rpm 480 Volts**

Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

## FEATURES

### FUEL/EMISSIONS STRATEGY

- EPA Certified for Stationary Emergency Application (Emits Equivalent U.S. EPA Tier 3 Nonroad Standards)

### DESIGN CRITERIA

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response
- Cooling system designed to operate in 50°C / 122°F ambient temperatures with an air flow restriction of 0.5 in. water

### UL 2200 / CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply.

Consult with your Cat® Dealer.

### FULL RANGE OF ATTACHMENTS

- Wide range of bolt-on system expansion attachments, factory designed and tested
- Flexible packaging options for easy and cost effective installation

### SINGLE-SOURCE SUPPLIER

- Fully prototype tested with certified torsional vibration analysis available

### WORLDWIDE PRODUCT SUPPORT

- Cat dealers provide extensive post sale support including maintenance and repair agreements
- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- The Cat S•O•S<sup>SM</sup> program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products

### CAT C9 ATAAC DIESEL ENGINE

- Utilizes ACERT™ Technology
- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke-cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic controlled governor

### CAT GENERATOR

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation
- CSA Certified

### CAT EMCP 4 CONTROL PANELS

- Simple user friendly interface and navigation
- Scalable system to meet a wide range of customer needs
- Integrated Control System and Communications Gateway
- Integrated Voltage Regulation

### SEISMIC CERTIFICATION\*

- Seismic Certification available
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight and concrete strength.  
IBC Certification requires that the anchoring system used is reviewed and approved by a Professional Engineer
- Seismic Certification per Applicable Building Codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010

\*Not available with some options – consult with your Cat Dealer.

**STANDBY 250 kW 313 kVA**  
60 Hz 1800 rpm 480 Volts



**FACTORY INSTALLED STANDARD & OPTIONAL EQUIPMENT**

System	Standard	Optional
Air Inlet	<ul style="list-style-type: none"> <li>• Disposable air filter</li> </ul>	<input type="checkbox"/> Canister type, dual element <input type="checkbox"/> Heavy duty air cleaner
Cooling	<ul style="list-style-type: none"> <li>• Package mounted radiator</li> </ul>	
Exhaust	<ul style="list-style-type: none"> <li>• Exhaust flange outlet</li> </ul>	<input type="checkbox"/> Industrial <input type="checkbox"/> Residential / Critical
Fuel	<ul style="list-style-type: none"> <li>• Primary fuel filter with integral water separator</li> <li>• Secondary fuel filters</li> <li>• Fuel priming pump</li> </ul>	
Generator	<ul style="list-style-type: none"> <li>• Matched to the performance and output characteristics of Cat engines</li> <li>• IP23 Protection</li> </ul>	<input type="checkbox"/> Permanent magnet excitation (PMG) <input type="checkbox"/> Anti-condensation space heater <input type="checkbox"/> Coastal insulation protection <input type="checkbox"/> Internal excitation (IE) / AREP
Power Termination	<ul style="list-style-type: none"> <li>• Power terminal strips</li> </ul>	<input type="checkbox"/> Circuit breakers – 100% rated assembly, UL Listed <input type="checkbox"/> SUSE (Suitable for use as service equipment)
Control Panels	<ul style="list-style-type: none"> <li>• EMCP 4.2</li> </ul>	<input type="checkbox"/> EMCP 4.3 <input type="checkbox"/> EMCP 4.4 <input type="checkbox"/> Local and remote annunciator modules <input type="checkbox"/> Remote monitoring software
Mounting	<ul style="list-style-type: none"> <li>• Rubber vibration isolators</li> </ul>	
Starting/Charging	<ul style="list-style-type: none"> <li>• 24 volt starting motor &amp; charging alternator</li> <li>• Batteries</li> </ul>	<input type="checkbox"/> Battery chargers <input type="checkbox"/> Oversize batteries <input type="checkbox"/> Jacket water heater
General	<ul style="list-style-type: none"> <li>• Paint – Caterpillar Yellow except rails and radiators gloss black</li> <li>• Narrow skid base</li> </ul>	<p>The following options are based on regional and product configuration:</p> <input type="checkbox"/> Seismic Certification per Applicable Building Codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010 <input type="checkbox"/> UL 2200 Listed package <input type="checkbox"/> CSA Certified <input type="checkbox"/> Wide skid base <input type="checkbox"/> Sound attenuated enclosure <input type="checkbox"/> Weather protective enclosure <input type="checkbox"/> Integral dual wall UL Listed 8 hr fuel tank <input type="checkbox"/> Sub-base dual wall UL Listed 24 hr fuel tank <input type="checkbox"/> Sub-base dual wall UL Listed 48 hr fuel tank



# STANDBY 250 kW 313 kVA

60 Hz 1800 rpm 480 Volts



## SPECIFICATIONS

STANDARD CAT GENERATOR	
Frame size	LC5014H
Excitation	Self Excitation
Pitch	0.6667
Number of poles	4
Number of bearings	Single bearing
Number of leads	12
Insulation	UL 1446 Recognized Class H
IP Rating	IP23
Alignment	Pilot shaft
Overspeed capability (%)	125
Wave form deviation (%)	2
Voltage regulator	Three phase sensing
Voltage regulation	+/- 0.25% (steady state)
- Consult your Cat dealer for available voltages	
CAT DIESEL ENGINE	
C9 ATAAC, I-6, 4-Stroke Water-cooled Diesel	
Bore	112.00 mm (4.41 in)
Stroke	149.00 mm (5.87 in)
Displacement	8.80 L (537.01 in <sup>3</sup> )
Compression ratio	16.1:1
Aspiration	Air-to-air aftercooled
Fuel system	Hydraulic electronic unit injection
Governor type	Caterpillar ADEM™ control system

## CAT EMCP 4 SERIES CONTROLS

EMCP 4 controls including:

- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- kW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level

Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32) (4.2 only)
- Reverse reactive power (kVAR) (32RV)
- Overcurrent (50/51)

Communications:

- Four digital inputs (4.1)
- Six digital inputs (4.2 only)
- Four relay outputs (Form A)
- Two relay outputs (Form C)
- Two digital outputs
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:

- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator



# STANDBY 250 ekW 313 kVA

60 Hz 1800 rpm 480<sup>2</sup>/volts



## TECHNICAL DATA

<b>Open Generator Set - 1800 rpm/60 Hz/480 Volts</b>	<b>DM8501</b>	
<b>EPA Certified for Stationary Emergency Application (Emits Equivalent U.S. EPA Tier 3 Nonroad Standards)</b>		
<b>Generator Set Package Performance</b> Genset power rating @ 0.8 pf Genset power rating with fan	313 kVA 250 ekW	
<b>Fuel Consumption</b> 100% load with fan 75% load with fan 50% load with fan	73.3 L/hr 58.8 L/hr 43.8 L/hr	19.4 gal/hr 15.5 gal/hr 11.6 gal/hr
<b>Cooling System<sup>1</sup></b> Air flow restriction (system) Air flow (max @ rated speed for radiator arrangement) Engine coolant capacity with radiator/exp. tank Engine coolant capacity Radiator coolant capacity	0.12 kPa 600 m <sup>3</sup> /min 46.7 L 22.0 L 24.7 L	0.48 in. water 21189 cfm 12.3 gal 5.8 gal 6.5 gal
<b>Inlet Air</b> Combustion air inlet flow rate	25.2 m <sup>3</sup> /min	890 cfm
<b>Exhaust System</b> Exhaust stack gas temperature Exhaust gas flow rate Exhaust flange size (internal diameter) Exhaust system backpressure (maximum allowable)	456°C 63.6 m <sup>3</sup> /min 127.0 mm 10.0 kPa	852°F 2246 cfm 5.0 in 40.1 in. water
<b>Heat Rejection</b> Heat rejection to coolant (total) Heat rejection to exhaust (total) Heat rejection to aftercooler Heat rejection to atmosphere from engine Heat rejection to atmosphere from generator	104 kW 277 kW 82 kW 18 kW 19.7 kW	5914 Btu/min 15753 Btu/min 4663 Btu/min 1024 Btu/min 1120 Btu/min
<b>Alternator<sup>2</sup></b> Motor starting capability @ 30% voltage dip Frame Insulation class Temperature rise	543 skV LC5014H H 150°C	270°F
<b>Lubrication System</b> Sump refill with filter	39.0 L	10.3 gal
<b>Emissions (Nominal)<sup>3</sup></b> NOx g/hp-hr CO g/hp-hr HC g/hp-hr PM g/hp-hr	2.91 g/hp-hr 0.37 g/hp-hr 0.09 g/hp-hr 0.081 g/hp-hr	

<sup>1</sup> For site specific ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

<sup>2</sup> Generator temperature rise is based on a 40° C (104° F) ambient per NEMA MG1-32.

<sup>3</sup> Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77°F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

## **RATING DEFINITIONS AND CONDITIONS**

---

**Applicable Codes and Standards:**

AS1359, CSA C22.2 No100-04, UL142,UL489,  
UL869, UL2200, NFPA37, NFPA70, NFPA99,  
NFPA110, IBC, IEC60034-1, ISO3046, ISO8528,  
NEMA MG1-22,NEMA MG1-33, 72/23/EEC, 98/37/  
EC, 2004/108/EC.

**Standby** – Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

**Ratings** are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

**Fuel Rates** are based on fuel oil of 35° API (16°C or 60°F) gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.).

**Additional Ratings** may be available for specific customer requirements. Consult your Cat representative for details.

# STANDBY 250 kW 313 kVA

60 Hz 1800 rpm 480 Volts



## DIMENSIONS

Package Dimensions		
Length	2870 mm	113.0 in
Width	1622 mm	63.9 in
Height	2065 mm	81.3 in
Weight*	2106 kg	4643 lb

\*With Oil and Coolant.

**NOTE:** For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions.

Performance No.: DM8501

[www.Cat-ElectricPower.com](http://www.Cat-ElectricPower.com)

Feature Code: C09DE47

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Gen. Arr. Number: 449-0571

Source: U.S. Sourced

Materials and specifications are subject to change without notice.  
The International System of Units (SI) is used in this publication.

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LEHE0489-00 (02/14)

## **EXHIBIT D – Generator Fuel Consumption Report**

**Structural Calculations  
For the  
Generator Building  
for the  
Town of Miami Lakes Government  
Center**

**At  
6601 Main Street  
Miami Lakes, Florida**

**Santiago Aranegui P.E.**

6431 SW 145 street  
Coral Gables, Florida 33158  
Voice: 305.431-6747 Fax: 786-573-3538.

Job No.: 2017-0096

**March 7, 2017**



**Santiago Aranegui, P.E.  
Structural Engineer #48106**

## MECAWind Version 2.1.1.0 per ASCE 7-10

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Date : 3/7/2017  
Company Name :  
Address :  
City :  
State :  
File Location: C:\Program Files\MECAWind\Default.wnd

Project No. :  
Designed By :  
Description :  
Customer Name :  
Proj Location :

### Directional Procedure All Heights Building (Ch 27 Part 1)

All pressures shown are based upon ASD Design, with a Load Factor of .6

Basic Wind Speed(V)	=	175.00 mph		
Structural Category	=	II	Exposure Category	= C
Natural Frequency	=	N/A	Flexible Structure	= No
Importance Factor	=	1.00	Kd Directional Factor	= 0.85
Damping Ratio (beta)	=	0.01		
Alpha	=	9.50	Zg	= 900.00 ft
At	=	0.11	Bt	= 1.00
Am	=	0.15	Bm	= 0.65
Cc	=	0.20	l	= 500.00 ft
Epsilon	=	0.20	Zmin	= 15.00 ft
Slope of Roof	=	0 : 12	Slope of Roof(Theta)	= .00 Deg
Ht: Mean Roof Ht	=	20.92 ft	Type of Roof	= Monoslope
RHt: Ridge Ht	=	15.00 ft	Eht: Eave Height	= 15.00 ft
OH: Roof Overhang at Eave	=	.00 ft	Roof Area	= 14335 ft^2
Bldg Length Along Ridge	=	19.00 ft	Bldg Width Across Ridge	= 14.00 ft

### Gust Factor Category I Rigid Structures - Simplified Method

Gust1: For Rigid Structures (Nat. Freq.>1 Hz) use 0.85 = 0.85

### Gust Factor Category II Rigid Structures - Complete Analysis

Zm:  $0.6 \cdot H_t$  = 15.00 ft  
lzm:  $C_c \cdot (33/Z_m)^{0.167}$  = 0.23  
Lzm:  $1 \cdot (Z_m/33)^{\text{Epsilon}}$  = 427.06 ft  
Q:  $(1/(1+0.63 \cdot ((B+H_t)/L_{zm})^{0.63}))^{0.5}$  = 0.94  
Gust2:  $0.925 \cdot ((1+1.7 \cdot l_{zm} \cdot 3.4 \cdot Q)/(1+1.7 \cdot 3.4 \cdot l_{zm}))$  = 0.89

### Gust Factor Summary

Not a Flexible Structure use the Lessor of Gust1 or Gust2 = 0.85

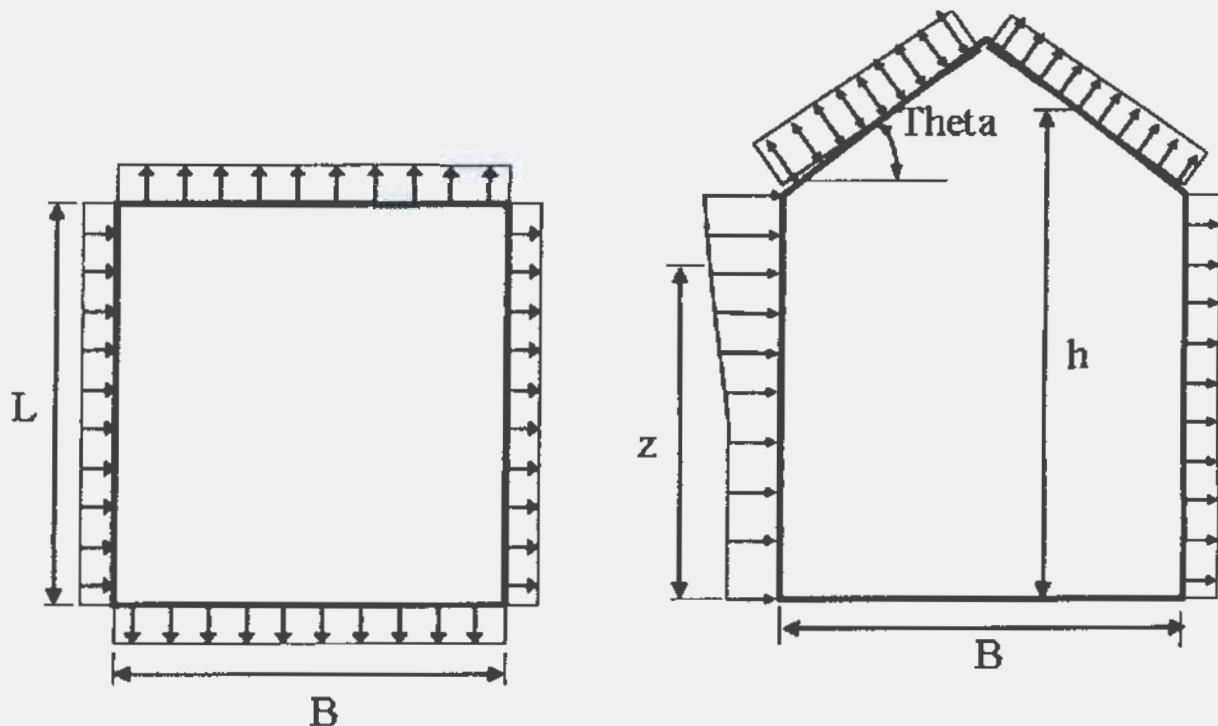
### Table 26.11-1 Internal Pressure Coefficients for Buildings, GCpi

GCpi : Internal Pressure Coefficient = +/-0.18

### Figure 27.4-1. External Pressure Coefficients

Cp - Loads on Main Wind-Force Resisting Systems





$K_h: 2.01 \cdot (H_t/Z_g)^{(2/\alpha)}$  = 0.91  
 $K_{ht}$ : Topographic Factor (Figure 6-4) = 1.00  
 $Q_h: .00256 \cdot (V)^2 \cdot I \cdot K_h \cdot K_{ht} \cdot K_d$  = 36.40 psf  
 $C_{pww}$ : Windward Wall  $C_p$  (Ref Fig 6-6) = 0.80  
 Roof Area = 14335.00 ft<sup>2</sup>  
 Reduction Factor based on Roof Area = 0.80

**MWFRS-Wall Pressures for Wind Normal to 19 ft wall (Normal to Ridge)**

Wall	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
Leeward Wall	-0.50	-22.02	-8.92
Side Walls	-0.70	-28.21	-15.11

Wall	Elev ft	$K_z$	$K_{zt}$	$q_z$ psf	Press +GCpi	Press -GCpi	Total +/-GCpi
Windward	20.92	0.91	1.00	36.40	18.20	31.31	40.23
Windward	20.00	0.90	1.00	36.06	17.97	31.07	39.99
Windward	10.00	0.85	1.00	33.94	16.53	29.63	38.55

Note: 1) Total = Leeward GCpi + Windward GCpi

Roof - Dist from Windward Edge	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
0.0 ft to 10.5 ft	-1.04	-38.73	-25.63
10.5 ft to 14.0 ft	-0.70	-28.21	-15.11

**MWFRS-Wall Pressures for Wind Normal to 14 ft wall (Along Ridge)**

Wall	$C_p$	Pressure +GCpi (psf)	Pressure -GCpi (psf)
Leeward Wall	-0.43	-19.81	-6.71
Side Walls	-0.70	-28.21	-15.11



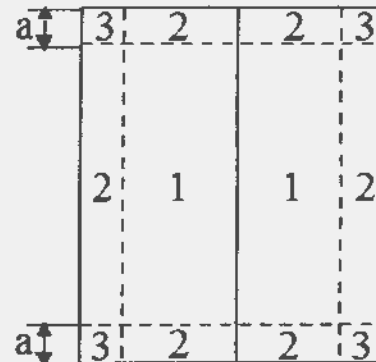
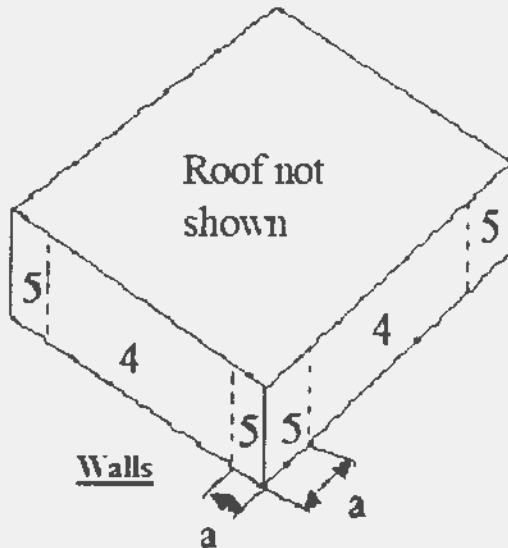
p3: Positive Wall Pressure on Back of Parapet (Zone 4)	=	53.10	psf
p3: Positive Wall Pressure on Back of Parapet (Zone 5)	=	53.10	psf
p4: Negative Wall Pressure on Back of Parapet (Zone 4)	=	-40.07	psf
p4: Negative Wall Pressure on Back of Parapet (Zone 5)	=	-73.44	psf

# MECAWind Version 2.1.1.0 ASCE 7-10

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Date : 3/7/2017  
 Company Name :  
 Address :  
 City :  
 State :  
 File Location: C:\Program Files\MECAWind\Default.wnd

Project No. :  
 Designed By :  
 Description :  
 Customer Name :  
 Proj Location :



Gable Roof  $\theta \leq 7$

## Wind Pressure on Components and Cladding (Ch 30 Part 1)

All pressures shown are based upon ASD Design, with a Load Factor of .6

Width of Pressure Coefficient Zone "a" = 3 ft

Description	Width ft	Span ft	Area Zone ft <sup>2</sup>		Max GCp	Min GCp	Max P psf	Min P psf
ROOF	2.00	5.00	10.0	1	0.30	-1.00	17.47	-42.96
ROOF	2.00	5.00	10.0	2	0.30	-1.80	17.47	-72.08
ROOF	2.00	5.00	10.0	3	0.30	-2.80	17.47	-108.48
ROOF	2.00	5.00	10.0	2H	0.30	-1.70	16.00	-61.89
ROOF	2.00	5.00	10.0	3H	0.30	-2.80	16.00	-101.93
ROOF	2.00	10.00	33.3	1	0.25	-0.95	16.00	-41.05
ROOF	2.00	10.00	33.3	2	0.25	-1.43	16.00	-58.76
ROOF	2.00	10.00	33.3	3	0.25	-1.91	16.00	-76.12
ROOF	2.00	10.00	33.3	2H	0.25	-1.65	16.00	-59.98
ROOF	2.00	10.00	33.3	3H	0.25	-1.75	16.00	-63.86
ROOF	25.00	2.00	50.0	1	0.23	-0.93	16.00	-40.41
ROOF	25.00	2.00	50.0	2	0.23	-1.31	16.00	-54.27
ROOF	25.00	2.00	50.0	3	0.23	-1.61	16.00	-65.23
ROOF	25.00	2.00	50.0	2H	0.23	-1.63	16.00	-59.34
ROOF	25.00	2.00	50.0	3H	0.23	-1.40	16.00	-51.04
ROOF	25.00	3.00	75.0	1	0.21	-0.91	16.00	-39.77
ROOF	25.00	3.00	75.0	2	0.21	-1.19	16.00	-49.78
ROOF	25.00	3.00	75.0	3	0.21	-1.31	16.00	-54.33
ROOF	25.00	3.00	75.0	2H	0.21	-1.61	16.00	-58.70
ROOF	25.00	3.00	75.0	3H	0.21	-1.05	16.00	-38.22
ROOF	50.00	2.00	100.0	1	0.20	-0.90	16.00	-39.32
ROOF	50.00	2.00	100.0	2	0.20	-1.10	16.00	-46.60
ROOF	50.00	2.00	100.0	3	0.20	-1.10	16.00	-46.60
ROOF	50.00	2.00	100.0	2H	0.20	-1.60	16.00	-58.25
ROOF	50.00	2.00	100.0	3H	0.20	-0.80	16.00	-29.12

WALL	2.00	10.00	33.3	4	0.82	-0.91	36.29	-39.57
WALL	2.00	10.00	33.3	5	0.82	-1.09	36.29	-46.37
WALL	3.00	12.00	48.0	4	0.79	-0.88	35.37	-38.65
WALL	3.00	12.00	48.0	5	0.79	-1.04	35.37	-44.54
WALL	4.00	15.00	75.0	4	0.76	-0.85	34.25	-37.53
WALL	4.00	15.00	75.0	5	0.76	-0.98	34.25	-42.30
ROLL UP DOOR	7.00	8.00	56.0	4	0.78	-0.87	34.99	-38.26
ROLL UP DOOR	7.00	8.00	56.0	5	0.78	-1.02	34.99	-43.76
DOOR	3.00	7.00	21.0	4	0.85	-0.94	37.45	-40.73
DOOR	3.00	7.00	21.0	5	0.85	-1.16	37.45	-48.69

Khcc:Comp. & Clad. Table 6-3 Case 1

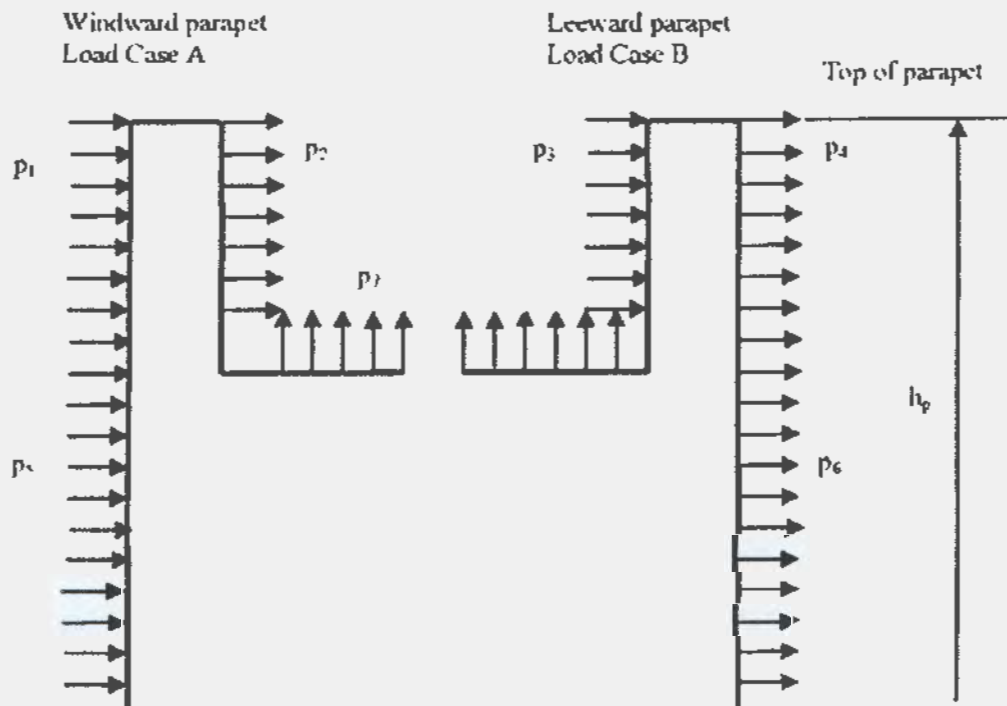
= 0.91

Qhcc:.00256\*V^2\*Khcc\*Kht\*Kd

= 36.40 psf

### Parapets Components & Cladding (Ch 30 Part 4, Para 30.7.1.2)

Pressures taken from Table 30.7-2 at top of Parapet and multiplied by Exposure Adjustment Factor (EAF = 1.000), Topographic Factor ( $K_{zt} = 1.00$ ) and Reduction Factor ( $R_F = 1.0$ ). The effective area for the parapet is 10 sq ft [0.929 sq m] to be conservative, which makes the Reduction Factor 1.



Load Case A - Apply Positive Wall Pressure to Front and negative roof pressure to back.

$p_1$ : Positive Wall Pressure on Front of Parapet (Zone 4) = 53.10 psf  
 $p_1$ : Positive Wall Pressure on Front of Parapet (Zone 5) = 53.10 psf

$p_2$ : Negative Roof Pressure on Back of Parapet (Zone 2) = -91.98 psf  
 $p_2$ : Negative Roof Pressure on Back of Parapet (Zone 3) = -125.36 psf

Load Case B - Apply Positive Wall Pressure to Back and Negative Wall Pressure to the front.

**SANTIAGO ARANEGUI P.E.****ENGINEERS**

6431 SW 145 Street, Coral Gables, FL 33158

Tel: (305) 431-6747

Fax: (786) 573-3538

JOB

Hurricane

SHEET NO.

OF

PROJECT NO.

CALCULATED BY

DATE

LOADS

$$\begin{array}{rcl} \text{Roof Live Load} & = & 30 \text{ PSF} \times 1.6 = 48 \text{ PSF} \\ \text{Roof Structure DW} & = & 15 \text{ PSF} \times 1.2 = 18 \text{ PSF} \\ \text{Roof S.D.C.} & = & 15 \text{ PSF} \times 1.2 = 18 \text{ PSF} \\ & & \hline & & 120 \text{ PSF} \end{array}$$

Wind Loads: ASCE 7-10

V = 125 KPH / Exposure "C"

$$\begin{array}{l} \text{Analyze Roof Slab. } L_{DN} = 12-8" \\ M_u = 15 \text{ KIP} (12.67)^2 / 8 = 31.30 \text{ KIP-FTS} \end{array}$$

(REFER TO FURZALE)

USE 6" CON. SLAB w/ #5 @ 12" O.C.  
Mn = 67 KIP-FT

Analyze Masonry Walls:

$$\text{Wall Height} = 12-0"$$

$$\begin{array}{rcl} \text{Wind Pressure} & = & -39.6 \text{ PSF} \quad \text{ZONE 4} \\ & & -46.4 \text{ PSF} \quad \text{ZONE 5} \end{array}$$

$$\begin{array}{rcl} \text{Gravity Loads: } & & \\ \text{DL} & = & 30 \text{ PSF} (7') = 210 \text{ PSF} \\ \text{PL} & = & 90 \text{ PSF} (7') = 630 \text{ PSF} \\ & & \hline & & 840 \text{ PSF} \end{array}$$

(REFER TO FURZALE)



# SANTIAGO ARANEGUI P.E.

## ENGINEERS

6431 SW 145 Street, Coral Gables, FL 33158

Tel: (305) 431-6747

Fax: (786) 573-3538

JOB Miami Lakes  
SHEET NO. 2 OF         
PROJECT NO.         
CALCULATED BY         
DATE       

### ANALYZE FOUNDATIONS:

$$\text{Wall Loads} = 840 \text{ ft} + 65 \text{ ft} (16') = 1880 \text{ ft}$$

$$\text{FOUNDATION AREA} = \frac{1880 \text{ ft}}{200 \text{ ft}} = 9'0" \text{ (29' PROPOSED)}$$

### ANALYZE COLUMN (C1) (8x12)

$$\text{Gravity Loads} = 120 \text{ ft} (4) (4.5) = 2160 \text{ ft}$$

$$(0.67) (4.5) (150 \text{ ft}) (4.5) = 2055 \text{ ft}$$

$$(0.67) (1) (150) (16') = 1608 \text{ ft}$$

$$\underline{5803 \text{ ft}}$$

$$\text{Wind Loads} = 39.6 \text{ ft} (4.5) = 178 \text{ ft}$$

(DIFFER TO EXERCISE)

$$\text{FOUNDATION (DIFFER)} = \frac{5803 \text{ ft}}{200 \text{ ft}} = 2.9 \text{ ft} = 2' \times 1.5'$$

(C1)

### ANALYZE DECK SLAB:

$$\begin{aligned} \text{LL} &= 100 \text{ ft} \times 1.16 = 116 \text{ ft} \\ \text{DL} &= 75 \text{ ft} \times 1.12 = 84 \text{ ft} \\ \hline &200 \text{ ft} \end{aligned}$$

$$M_u = 250 \text{ ft} (5) / 8 = 156.25 \text{ ft}$$

PER MOMENTS:

6" Char. Bars w/ #4 @ 12" O.C.  
Min 3.6 ft



3403 NW 82nd Avenue, Suite 320-B  
 Miami, Florida 33122  
 305.599.8133  
 305.599.8076 FAX

Title :  
 Dsgnr:  
 Description :  
 Scope :

Job #  
 Date: 11:33PM, 16 OCT 15

Rev: 580001  
 User: KW-0604804, Ver 5.8.0, 1-Dec-2003  
 (c)1983-2003 ENERCALC Engineering Software

## Masonry Wall Design

1.scrw Calculations

Description Typical Wall

### General Information

Code Ref: ACI 530-02

Wall Height	12.00 ft	Seismic Factor	0.3300	f <sub>m</sub>	1,500.0 psi
Parapet Height	0.00 ft	Calc of E <sub>m</sub> = f <sub>m</sub> *	900.00	F <sub>s</sub>	24,000.0 psi
Thickness	8.0 in	Duration Factor	1.330	Special Inspection Grout @ Rebar Only Medium Weight Block Equivalent Solid Thickness 4.700 in	
Rebar Size	5	Wall Wt Mult.	1.000		
Rebar Spacing	40 in				
Depth to Rebar	3.810 in @ Center				

### Loads

Uniform Load		Concentric Axial Load		Wind Load	46.400 psf
Dead Load	630.000 #/ft	Dead Load	0.000 #/ft		
Live Load	210.000 #/ft	Live Load	0.000 #/ft		
Load Eccentricity	0.000 in	Roof Load			
Roof Load					

### Design Values

E	1,350,000 psi	Rebar Area	0.093 in <sup>2</sup>	n <sub>p</sub>	0.04370	j	0.91495
n : E <sub>s</sub> / E <sub>m</sub>	21.481	Radius of Gyration	2.521 in	k	0.25514	2 / k <sub>j</sub>	8.56756
Wall Weight	53.000 psf	Moment of Inertia	358.350 in <sup>4</sup>				
Max Allow Axial Stress = 0.25 f <sub>m</sub> (1-(h/140r) <sup>2</sup> ) * Splnsp			312.56 psi				
Allow Masonry Bending Stress = 0.33 f <sub>m</sub> * Splnsp =			495.00 psi				
Allow Steel Bending Stress =			24,000.00 psi				

### Load Combination & Stress Details Summary

	Moment in-#	Axial Load lbs	Steel psi	Bending Stresses Masonry psi	Axial Compression psi
Top of Wall					
DL + LL	0.0	840.0	0.0	0.0	14.89
DL + LL + Wind	0.0	630.0	0.0	0.0	11.17
DL + LL + Seismic	0.0	630.0	0.0	0.0	11.17
Between Base & Top of Wall					
DL + LL	0.0	1,158.0	0.0	0.0	20.53
DL + LL + Wind	10,022.4	948.0	30,914.6	492.9	16.81
DL + LL + Seismic	3,777.8	948.0	11,653.0	185.8	16.81

### Summary

12.00ft high wall with 0.00ft parapet, Med Wt Block w/ 8.00in wall w/ #5 bars at 40.00ino.c. at center

Max. Bending Compressive Stress .....	509.75 OK
Allowable .....	658.35 OK
Max. Axial Only Compressive Stress .....	20.53 psi
Allowable .....	312.56 OK
Max Steel Bending Stress .....	30,914.64 psi
Allowable .....	31,920.00 OK

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## Masonry Wall Design

1.ecw Calculations

Description      Typical Wall

### Final Loads & Moments

Wall Weight moment @ Mid Ht	318.00 lbs	Wind Moment @ Mid Ht	10,022.40 in-#
		Seismic Moment @ Mid Ht	3,777.84 in-#
Dead Load Moment @ Top of Wall	0.00 in-#		
Dead Load Moment @ Mid Ht	0.00 in-#	Total Dead Load	630.00 lbs
		Total Live Load	210.00 lbs
Live Load Moment @ Top of Wall	0.00 in-#		
LiveLoad Moment @ Mid Ht	0.00 in-#		
Maximum Allow Moment for Applied Axial Load =		7,780.70 in-#	
Maximum Allow Axial Load for Applied Moment =		17,628.31 lbs	



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## Rectangular Concrete Column

1 row Calculations

Description Column C1

### General Information

Code Ref: ACI 318-02, 1997 UBC, 2003 IBC, 2003 NFPA 5000

Width	12.000 in	f <sub>c</sub>	3,000.0 psi	Total Height	12.000 ft
Depth	8.000 in	F <sub>y</sub>	60,000.0 psi	Unbraced Length	12.000 ft
Rebar:		Seismic Zone	4	Eff. Length Factor	1.000
2- # 5 d =	2.000 in	LL & ST Loads Act Separately		Column is BRACED	
2- # 5 d =	6.000 in				

### Loads

Note: Load factoring supports 2003 IBC and 2003 NFPA 5000 by virtue of their references to ACI 318-02 for concrete design.  
Factoring of entered loads to ultimate loads within this program is according to ACI 318-02 C.2

	Dead Load	Live Load	Short Term	Eccentricity	
Axial Loads	4.000 k	4.000 k	k	in	
Lateral Uniform Loads				Start Loc	End Loc
# 1	k/ft	0.400 k/ft	k/ft		ft
# 2	k/ft	k/ft	k/ft		ft

### Summary

Column is OK

12.00 x 8.00in Column, Rebar: 2-#5 @ 2.00in, 2-#5 @ 6.00in

	ACI C-1	ACI C-2	ACI C-3
Applied : P <sub>u</sub> : Max Factored	12.40 k	5.60 k	3.60 k
Allowable : P <sub>n</sub> * Phi @ Design Ecc.	15.64 k	170.15 k	170.15 k
M-critical	12.24 k-ft	0.39 k-ft	0.25 k-ft
Combined Eccentricity	11.845 in	0.840 in	0.840 in
Magnification Factor	1.09	1.00	1.00
Design Eccentricity	12.859 in	0.840 in	0.840 in
Magnified Design Moment	13.29 k-ft	0.39 k-ft	0.25 k-ft
P <sub>o</sub> * .80	252.83 k	252.83 k	252.83 k
P : Balanced	77.14 k	77.14 k	77.14 k
Ecc : Balanced	4.517 in	4.517 in	4.517 in

### Slenderness

per ACI 318-95 Section 10.12 & 10.13

Actual k L <sub>u</sub> / r	60.000	Elastic Modulus	3,122.0 ksi	Beta	0.850
		ACI Eq. C-1	ACI Eq. C-2	ACI Eq. C-3	
Neutral Axis Distance		2.1200 in	7.6000 in	7.6000 in	
Phi		0.8056	0.7000	0.7000	
Max Limit k/l/r		34.0000	34.0000	34.0000	
Beta = M:sustained/M:max		0.4516	1.0000	1.0000	
C <sub>m</sub>		1.0000	0.6000	0.6000	
EI / 1000		440.47	319.69	319.69	
P <sub>c</sub> : pi^2 EI / (k L <sub>u</sub> )^2		209.65	152.16	152.16	
alpha: MaxP <sub>u</sub> / (.75 P <sub>c</sub> )		0.0789	0.0491	0.0315	
Delta		1.0856	1.0000	1.0000	
Ecc: Ecc Loads + Moments		11.845	0.840	0.840 in	
Design Ecc = Ecc * Delta		12.859	0.840	0.840 in	

### ACI Factors (per ACI 318-02, applied internally to entered loads)

ACI C-1 & C-2 DL	1.400	ACI C-2 Group Factor	0.750	Add'l "1.4" Factor for Seismic	1.400
ACI C-1 & C-2 LL	1.700	ACI C-3 Dead Load Factor	0.900	Add'l "0.9" Factor for Seismic	0.900
ACI C-1 & C-2 ST	1.700	ACI C-3 Short Term Factor	1.300		
....seismic = ST * :	1.100				

## BRITTLE AND DUCTILE FAILURES IN CONCRETE

This document determines the load carrying capabilities of a slab on a unit width basis.

Enter the problem conditions:

### Ramp Slab

Compressive strength of concrete	$f_c' := 3000 \cdot \frac{\text{lbf}}{\text{in}^2}$	
Yield strength of reinforcing steel	$f_y := 60000 \cdot \frac{\text{lbf}}{\text{in}^2}$	
Understrength factor	$\phi := 0.9$	
Unit Width	$b := 12 \cdot \text{in}$	
Slab depth	$h := 6 \cdot \text{in}$	
Concrete Cover	$\bar{c}_c := 1.5 \cdot \text{in}$	
Size of bar	$d_b := 4$	
Spacing of bars	$\bar{s}_c := 12 \cdot \text{in}$	
Depth to reinforcing	$d = 4.25 \cdot \text{in}$	
Area of Steel Provided	$A_s = 0.1963 \cdot \text{in}^2$	
Steel Ratio Provided	$\rho := \frac{A_s}{b \cdot d}$	$\rho = 3.85 \times 10^{-3}$
Beta factor	$\beta = 0.85$	
$\rho_b := \frac{0.85 \cdot \beta \cdot f_c'}{f_y} \cdot \left( \frac{87000}{87000 + f_y'} \right)$	$\rho_b = 0.0214$	
$\rho_{\max} := 0.75 \cdot \rho_b$	$\rho_{\max} = 0.016$	
$\rho_{\min} := \frac{200}{f_y'}$	$\rho_{\min} = 3.3333 \times 10^{-3}$	
Compression block	$a := \frac{A_s \cdot f_y}{0.85 \cdot f_c' \cdot b}$	$a = 0.38 \cdot \text{in}$
Ultimate moment	$M_u := \phi \cdot (A_s \cdot f_y) \cdot \left( d - \frac{a}{2} \right)$	
	$M_u = 3.6 \cdot \text{kip} \cdot \text{ft}$	
Shear Strength	$V_s := 0.85 \cdot (2 \cdot \sqrt{f_c'} \cdot b \cdot d) \cdot \frac{\text{lbf}}{\text{in}^2}$	
	$V_s = 5 \cdot \text{kip}$	









Image shown may not reflect actual package.

### **STANDBY** **250 ekW 313 kVA** **60 Hz 1800 rpm 480 Volts**

Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

## FEATURES

### FUEL/EMISSIONS STRATEGY

- EPA Certified for Stationary Emergency Application (Emits Equivalent U.S. EPA Tier 3 Nonroad Standards)

### DESIGN CRITERIA

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response
- Cooling system designed to operate in 50°C / 122°F ambient temperatures with an air flow restriction of 0.5 in. water

### UL 2200 / CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply.

Consult with your Cat® Dealer.

### FULL RANGE OF ATTACHMENTS

- Wide range of bolt-on system expansion attachments, factory designed and tested
- Flexible packaging options for easy and cost effective installation

### SINGLE-SOURCE SUPPLIER

- Fully prototype tested with certified torsional vibration analysis available

### WORLDWIDE PRODUCT SUPPORT

- Cat dealers provide extensive post sale support including maintenance and repair agreements
- Cat dealers have over 1,800 dealer branch stores operating in 200 countries
- The Cat S•O•S<sup>SM</sup> program cost effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products

### CAT C9 ATAAC DIESEL ENGINE

- Utilizes ACERT™ Technology
- Reliable, rugged, durable design
- Field-proven in thousands of applications worldwide
- Four-stroke-cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic controlled governor

### CAT GENERATOR

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation
- CSA Certified

### CAT EMCP 4 CONTROL PANELS

- Simple user friendly interface and navigation
- Scalable system to meet a wide range of customer needs
- Integrated Control System and Communications Gateway
- Integrated Voltage Regulation

### SEISMIC CERTIFICATION\*

- Seismic Certification available
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight and concrete strength.  
IBC Certification requires that the anchoring system used is reviewed and approved by a Professional Engineer
- Seismic Certification per Applicable Building Codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010

\*Not available with some options – consult with your Cat Dealer.

**STANDBY 250 kW 313 kVA**  
60 Hz 1800 rpm 480 Volts



**FACTORY INSTALLED STANDARD & OPTIONAL EQUIPMENT**

System	Standard	Optional
Air Inlet	• Disposable air filter	<input type="checkbox"/> Canister type, dual element <input type="checkbox"/> Heavy duty air cleaner
Cooling	• Package mounted radiator	
Exhaust	• Exhaust flange outlet	<input type="checkbox"/> Industrial <input type="checkbox"/> Residential / Critical
Fuel	• Primary fuel filter with integral water separator • Secondary fuel filters • Fuel priming pump	
Generator	• Matched to the performance and output characteristics of Cat engines • IP23 Protection	<input type="checkbox"/> Permanent magnet excitation (PMG) <input type="checkbox"/> Anti-condensation space heater <input type="checkbox"/> Coastal insulation protection <input type="checkbox"/> Internal excitation (IE) / AREP
Power Termination	• Power terminal strips	<input type="checkbox"/> Circuit breakers – 100% rated assembly, UL Listed <input type="checkbox"/> SUSE (Suitable for use as service equipment)
Control Panels	• EMCP 4.2	<input type="checkbox"/> EMCP 4.3 <input type="checkbox"/> EMCP 4.4 <input type="checkbox"/> Local and remote annunciator modules <input type="checkbox"/> Remote monitoring software
Mounting	• Rubber vibration isolators	
Starting/Charging	• 24 volt starting motor & charging alternator • Batteries	<input type="checkbox"/> Battery chargers <input type="checkbox"/> Oversize batteries <input type="checkbox"/> Jacket water heater
General	• Paint – Caterpillar Yellow except rails and radiators gloss black • Narrow skid base	The following options are based on regional and product configuration: <input type="checkbox"/> Seismic Certification per Applicable Building Codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010 <input type="checkbox"/> UL 2200 Listed package <input type="checkbox"/> CSA Certified <input type="checkbox"/> Wide skid base <input type="checkbox"/> Sound attenuated enclosure <input type="checkbox"/> Weather protective enclosure <input type="checkbox"/> Integral dual wall UL Listed 8 hr fuel tank <input type="checkbox"/> Sub-base dual wall UL Listed 24 hr fuel tank <input type="checkbox"/> Sub-base dual wall UL Listed 48 hr fuel tank



# STANDBY 250 kW 313 kVA

60 Hz 1800 rpm 480 Volts



## SPECIFICATIONS

STANDARD CAT GENERATOR	
Frame size	LC5014H
Excitation	Self Excitation
Pitch	0.6667
Number of poles	4
Number of bearings	Single bearing
Number of leads	12
Insulation	UL 1446 Recognized Class H
IP Rating	IP23
Alignment	Pilot shaft
Overspeed capability (%)	125
Wave form deviation (%)	2
Voltage regulator	Three phase sensing
Voltage regulation	+/- 0.25% (steady state)
- Consult your Cat dealer for available voltages	
CAT DIESEL ENGINE	
C9 ATAAC, I-6, 4-Stroke Water-cooled Diesel	
Bore	112.00 mm (4.41 in)
Stroke	149.00 mm (5.87 in)
Displacement	8.80 L (537.01 in <sup>3</sup> )
Compression ratio	16.1:1
Aspiration	Air-to-air aftercooled
Fuel system	Hydraulic electronic unit injection
Governor type	Caterpillar ADEM™ control system

## CAT EMCP 4 SERIES CONTROLS

EMCP 4 controls including:

- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- kW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level

Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32) (4.2 only)
- Reverse reactive power (kVAR) (32RV)
- Overcurrent (50/51)

Communications:

- Four digital inputs (4.1)
- Six digital inputs (4.2 only)
- Four relay outputs (Form A)
- Two relay outputs (Form C)
- Two digital outputs
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:

- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator



# STANDBY 250 ekW 313 kVA

60 Hz 1800 rpm 480<sup>2</sup>/volts



## TECHNICAL DATA

<b>Open Generator Set - 1800 rpm/60 Hz/480 Volts</b>	<b>DM8501</b>	
<b>EPA Certified for Stationary Emergency Application (Emits Equivalent U.S. EPA Tier 3 Nonroad Standards)</b>		
<b>Generator Set Package Performance</b> Genset power rating @ 0.8 pf Genset power rating with fan	313 kVA 250 ekW	
<b>Fuel Consumption</b> 100% load with fan 75% load with fan 50% load with fan	73.3 L/hr 58.8 L/hr 43.8 L/hr	19.4 gal/hr 15.5 gal/hr 11.6 gal/hr
<b>Cooling System<sup>1</sup></b> Air flow restriction (system) Air flow (max @ rated speed for radiator arrangement) Engine coolant capacity with radiator/exp. tank Engine coolant capacity Radiator coolant capacity	0.12 kPa 600 m <sup>3</sup> /min 46.7 L 22.0 L 24.7 L	0.48 in. water 21189 cfm 12.3 gal 5.8 gal 6.5 gal
<b>Inlet Air</b> Combustion air inlet flow rate	25.2 m <sup>3</sup> /min	890 cfm
<b>Exhaust System</b> Exhaust stack gas temperature Exhaust gas flow rate Exhaust flange size (internal diameter) Exhaust system backpressure (maximum allowable)	456°C 63.6 m <sup>3</sup> /min 127.0 mm 10.0 kPa	852°F 2246 cfm 5.0 in 40.1 in. water
<b>Heat Rejection</b> Heat rejection to coolant (total) Heat rejection to exhaust (total) Heat rejection to aftercooler Heat rejection to atmosphere from engine Heat rejection to atmosphere from generator	104 kW 277 kW 82 kW 18 kW 19.7 kW	5914 Btu/min 15753 Btu/min 4663 Btu/min 1024 Btu/min 1120 Btu/min
<b>Alternator<sup>2</sup></b> Motor starting capability @ 30% voltage dip Frame Insulation class Temperature rise	543 skV LC5014H H 150°C	270°F
<b>Lubrication System</b> Sump refill with filter	39.0 L	10.3 gal
<b>Emissions (Nominal)<sup>3</sup></b> NOx g/hp-hr CO g/hp-hr HC g/hp-hr PM g/hp-hr	2.91 g/hp-hr 0.37 g/hp-hr 0.09 g/hp-hr 0.081 g/hp-hr	

<sup>1</sup> For site specific ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.

<sup>2</sup> Generator temperature rise is based on a 40° C (104° F) ambient per NEMA MG1-32.

<sup>3</sup> Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77°F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

## **RATING DEFINITIONS AND CONDITIONS**

---

**Applicable Codes and Standards:**

AS1359, CSA C22.2 No100-04, UL142,UL489,  
UL869, UL2200, NFPA37, NFPA70, NFPA99,  
NFPA110, IBC, IEC60034-1, ISO3046, ISO8528,  
NEMA MG1-22,NEMA MG1-33, 72/23/EEC, 98/37/  
EC, 2004/108/EC.

**Standby** – Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

**Ratings** are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

**Fuel Rates** are based on fuel oil of 35° API (16°C or 60°F) gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.).

**Additional Ratings** may be available for specific customer requirements. Consult your Cat representative for details.

# STANDBY 250 kW 313 kVA

60 Hz 1800 rpm 480 Volts



## DIMENSIONS

Package Dimensions		
Length	2870 mm	113.0 in
Width	1622 mm	63.9 in
Height	2065 mm	81.3 in
Weight*	2106 kg	4643 lb

\*With Oil and Coolant.

**NOTE:** For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions.

Performance No.: DM8501

[www.Cat-ElectricPower.com](http://www.Cat-ElectricPower.com)

Feature Code: C09DE47

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Gen. Arr. Number: 449-0571

Source: U.S. Sourced

Materials and specifications are subject to change without notice.  
The International System of Units (SI) is used in this publication.

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LEHE0489-00 (02/14)



**SPILL PREVENTION AND RESPONSE PLAN  
(SPRP)**

☒ New

☐ Amendment

Effective date: 3/20/2017

This plan is required of all sites with aboveground tanks with a capacity greater than 550 gallons that contain regulated substances, hazardous materials, or pollutants as defined in Florida Statute 376.3.

FACILITY NAME: MIAMI LAKES GOVERNMENT CENTER

FACILITY OWNER: TOWN OF MIAMI LAKES

FACILITY OPERATOR (person in charge): CARLOS ACOSTA

FACILITY ADDRESS: 6601 MAIN STREET  
MIAMI LAKES, FLORIDA 33014

TELEPHONE NUMBER: 305-364-6100 24 HOUR NUMBER: 305-364-6100

All aboveground tanks with a capacity greater than 550 gallons containing pollutants and all underground tanks with a capacity of 110 gallons or greater that contain regulated substances shall comply with Chapter 62-761, FAC. Please list in Table I all above (A) or underground (U) storage tanks at this facility and attach a scaled site sketch (8.5"x11") indicating the location of all tanks and monitoring wells on site.

**TABLE I**

Tank No.	Installation Date	Tank Capacity (Gallons)	Material of Construction	A U	Product Stored
1	8-15-17	549	STEEL	A	DIESEL

If more lines are needed, please attach a separate page.

The aboveground tank(s) is/are provided with secondary containment by

- ☒ a) an FDEP approved doublewalled tank or  
☐ b) an impermeable diked area with a capacity of 110% of the volume of the largest tank within the diked area.



## SPILL RESPONSE

If the aboveground tank is secondarily contained within a diked area, this dike shall contain any spill. Any spilled product within the diked area shall be pumped out or recovered with an absorbent material, containerized and disposed of properly or else the facility's specific spill response plan must be provided. Be advised that all work, including all applicable safety requirements, must comply with the applicable requirements of Chapter 24 of the Miami-Dade County Code, Chapter 62-770, and 62-761 of the Florida Administrative Code (FAC), United States Occupational Safety and Health Administration (OSHA), and National Fire Prevention Association (NFPA) and all other applicable regulations.

If the aboveground tank is doublewalled, a breach in the primary tank will discharge into the secondary tank and be detected through the interstitial monitoring provided for the tank.

Any discharges outside the secondary containment shall be recovered with an absorbent material, containerized and disposed of properly.

**\*\*Attach a list of equipment and/or materials on-site to handle spills from a failure of a tank.\*\***

## ROUTINE INSPECTIONS

The operator of regulated aboveground storage tanks shall comply with the requirements of Chapter 62-761 for inventory, release detection and recordkeeping. All paperwork shall be made available for routine annual inspections.

For all other unregulated aboveground tanks, a schedule for in-house tank inspections and recordkeeping to be performed must be maintained. Attached please find a recommended schedule.

## CERTIFICATION

I hereby certify and attest that the information contained herein and in the construction plans submitted with this SPRP, is true, correct and complete to the best of my knowledge. Furthermore, I agree to maintain and operate this facility in compliance with this plan.

\_\_\_\_\_  
Signature of Responsible Party (Must be notarized.)

\_\_\_\_\_  
Print Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Notary Public



## RECOMMENDED IN-HOUSE INSPECTION SCHEDULE

INSPECTION/TEST RECORD	FREQUENCY
---------------------------	-----------

---

Tank integrity - visual	Monthly
Tank supports and foundation - visual	Daily
Liquid sensing devices, interstitial monitoring device or site glass, monitoring wells - visual	Weekly
Aboveground valves, piping, fittings - visual	Daily
Corrective actions, maintenance	As required

---



## FUEL SPILL PROVISIONS

THE CONTRACTOR SHALL PROVIDE TO THE OWNER THE FOLLOWING MATERIALS:

(1) FUEL SPILL KIT (GATOR INTERNATIONAL #SP-58) TO INCLUDE:

- (1) 58 GALLON DRUM
- (1) 30 POUND BAG 'GATOR' OIL ABSORBENT
- (4) 5' x 10' ABSORBENT 'BOOMS'
- (8) 4' x 4' ABSORBENT 'SOCKS'
- (100) ABSORBENT PADS
- (2) DUST MASKS
- (2) PAIRS RUBBER GLOVES
- (2) GOGGLES
- (1) BROOM AND DUST PAN
- (2) DISPOSAL BAGS
- (1) PACKAGE LEAK PLUGS



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Ceasar Mestre  
**Subject:** Metal Detectors  
**Date:** 1/16/2018

---

### **Recommendation:**

I respectfully request that the Town Council consider supporting placing metal detectors in Town Hall.

Fiscal Impact: High



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Nelson Rodriguez  
**Subject:** Request for Resolution for the Passive Park over I-75 (Bridge Park)  
**Date:** 1/16/2018

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### **Recommendation:**

I respectfully request a Resolution supporting the Bridge Park over I-75 at Miami Lakes Dr.

In January of 2015 the Town Council approved a motion directing the Staff to look the possibility of converting the overpass into a linear park. This will allow the expansion of our trails and green space master plan.

The City of Hialeah Mayor supported the Bridge Park at our January 2015 meeting and also passed a Resolution supporting the Bridge Park in February of 2015.

Fiscal Impact: Low

### **ATTACHMENTS:**

Description

**Hialeah Bridge Park Resolution**

**Hialeah Bridge Park Minutes**

**TOML Minutes**



RESOLUTION NO.: 2015-22

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, SUPPORTING THE TOWN OF MIAMI LAKES IN ITS EFFORTS TO CONVERT THE 154<sup>TH</sup> STREET OVERPASS INTO A PASSIVE PARK, WHICH WOULD CONNECT TO THE PASSIVE PARK DESIGNED FOR THE HIALEAH ANNEXED AREA, AND URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE FLORIDA LEGISLATURE TO OBTAIN AND ALLOCATE THE NECESSARY FUNDING FOR THIS PROJECT..

**WHEREAS**, the neighboring Town of Miami Lakes is spearheading an effort to convert the 154<sup>th</sup> street overpass into a passive park, in the style of High Line Park in New York City, which was created out of an unused train bridge; and

**WHEREAS**, the sole purpose of the park will be to allow pedestrians and bicyclists to travel across the overpass; and

**WHEREAS**, the City of Hialeah supports the Town of Miami Lakes in its efforts to convert the 154<sup>th</sup> street overpass into a passive park for pedestrians and bicyclists; and

**WHEREAS**, the proposed park will connect to a passive park that has been designed for the Hialeah annexed area; and

**WHEREAS**, the City of Hialeah urges FDOT and the Florida legislature to obtain and allocate the necessary funding for this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:**

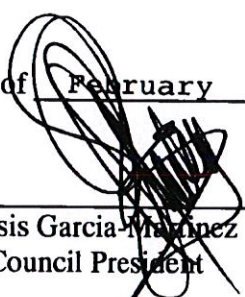
**Section 1.** The foregoing facts and recitations contained in the preamble of this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2.** The Mayor and the City Council of the City of Hialeah, Florida support the Town of Miami Lakes in its efforts to convert the 154<sup>th</sup> Street overpass into a passive park that will be used by pedestrians and bicyclists, and which will connect to the

passive park designed for the Hialeah annexed area, and urge FDOT and the Florida legislature to obtain and allocate the necessary funding for this project.

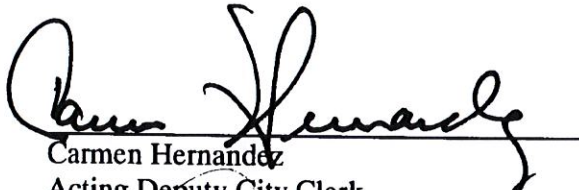
**Section 3.** The City Clerk is hereby directed to transmit a copy of this resolution to the Florida Department of Transportation, District 6, the Town Clerk for the Town of Miami Lakes, Florida Senator Rene Garcia, and Florida Representative Bryan Avila.


PASSED AND ADOPTED this 10 day of February, 2015.

  
\_\_\_\_\_  
Isis Garcia-Munoz  
Council President

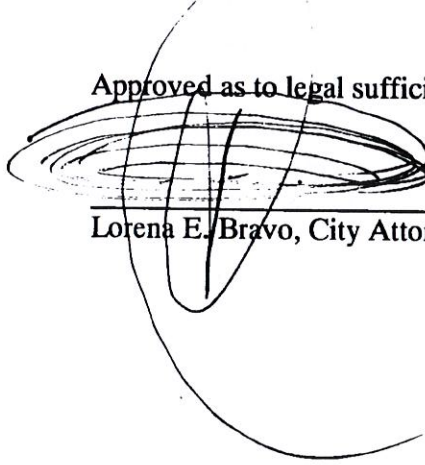
Attest:

Approved on the 17 day of February, 2015.

  
\_\_\_\_\_  
Carmen Hernandez  
Acting Deputy City Clerk

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to legal sufficiency and form:

  
\_\_\_\_\_  
Lorena E. Bravo, City Attorney

K.C.  
Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casals-Munoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

**Carlos Hernández**  
Mayor

**Isis Garcia-Martinez**  
Council President

**Luis González**  
Council Vice President



Council Members  
**Jose F. Caragol**  
**Vivian Casáls-Muñoz**  
**Katharine E. Cue-Fuente**  
**Paul B. Hernández**  
**Lourdes Lozano**

## City Council Agenda

**February 10, 2015**

**7:00 P.M.**

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Call to Order -

Roll Call-

Invocation given by Carmen Hernandez, Acting Deputy City Clerk

Pledge of Allegiance led by Councilwoman Vivian Casáls-Muñoz

### Meeting Guidelines

The following guidelines have been established by the City Council:

➤ **ALL LOBBYISTS MUST REGISTER WITH THE CITY CLERK**

- As a courtesy to others, please refrain from using cellular telephones or other similar electronic devices in the Council Chamber.
- A maximum of three (3) speakers in favor and three (3) speakers in opposition will be allowed to address the Council on any one item. Each speaker's comments will be limited to three (3) minutes.
- No signs or placards, in support of or in opposition to an item or speaker, shall be permitted within the Council Chamber.
- Members of the public may address the City Council on any item pertaining to City business during the Comments and Questions portion of the meeting. A member of the public is limited to one appearance before the City Council and the speaker's comments will be limited to three (3) minutes.

### **Presentations –**

- **Recognition to Police Reserve Major Raul Capo's, who is retiring from the Police Reserve program after 40 years of honorable service.**
- **Recognition and welcoming of Hialeah Police Officer Dimitri Emilien, who is back from his overseas deployment, and will be honored for his 20 years of military service as a Sergeant in the US Army Reserves and as a combat veteran.**
- **University of Miami School of Architecture students present their Market Station project.**



1. Announcement of Amendments/Corrections to the Agenda –
2. Consent Agenda-

All items listed with letter designations are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember, the Mayor or a resident so requests, in which case the item will be removed from the consent agenda and considered along with the regular order of business.

- A. Request permission to approve the Summary Agenda/Minutes of the City of Hialeah Council Meeting held on January 27, 2015. (OFFICE OF THE CITY CLERK)
- B. Proposed resolution authorizing the Mayor and the Acting Deputy City Clerk, as attesting witness, on behalf of the City, to renew an exclusive license agreement with Martin Outdoor Media, Inc., a Florida corporation, to provide, install and maintain bus passenger benches at City – approved sites within City limits, for an additional five year term, commencing on February 4, 2015 and ending on February 4, 2020, in the exercise of the second renewal option, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit "1". (TRANSIT DEPT)

*Item was tabled during the meeting January 27, 2015*

- C. Request permission to award Hialeah Bid # 2014/15-3230-00-23 – Milander Recreation Center Renovation-Framing/Drywall & Acoustical Ceilings, to Marrero Group Builders, LLC., lowest responsive bidder, in a total cumulative amount not to exceed \$19,600. (CONSTRUCTION & MAINTENANCE DEPT.)
- D. Request permission to award Hialeah Bid # 2014/15-3230-00-22 – Milander Recreation Center Renovation-Vinyl, Ceramic & Porcelain Tile, to D 'Elite Floors of Miami, Inc., lowest responsive bidder, in a total cumulative amount not to exceed \$22,997. (CONSTRUCTION & MAINTENANCE DEPT.)
- E. Request permission to award Hialeah Bid # 2014/15-3230-00-19 – Milander Recreation Center Renovation-Impact Windows and Doors, to Hurricane Home Protection Inc., lowest responsive bidder, in a total cumulative amount not to exceed \$29,799. (CONSTRUCTION & MAINTENANCE DEPT.)
- F. Request permission to award Hialeah Bid # 2014/15-3230-00-021 – Milander Recreation Center Renovation-Electrical and Fire Alarm, to AGC Electric, Inc., lowest responsive bidder, in a total cumulative amount not to exceed \$98,830. (CONSTRUCTION & MAINTENANCE DEPT.)
- G. Request permission to award Hialeah Bid # 2014/15-3230-00-020 – Milander Recreation Center Renovation-Roofing, to A-1 Duran Inc., sole responsive bidder, in a total cumulative amount not to exceed \$112,000. (CONSTRUCTION & MAINTENANCE DEPT.)



- H.** Proposed resolution accepting the award of a Florida's Twenty-First (21<sup>st</sup>) Century-Soaring Beyond Expectations Grant for five years from the Florida Department of Education to fund afterschool and summer programs operating out of three 21<sup>st</sup> Century Community Learning Centers, for students from grades 6 through 8, in the amount of \$695,250.00 for the first year commencing on August 1, 2015 and ending on July 31, 2016, and a five percent (5%) declining award amount for the remaining four years; ratifying the City's proposal in response to the Florida Department of Education RFP project number 13b-2445a-5ccc1; and further authorizing the Mayor or his designee to execute any and all agreements, documents and subcontracts in furtherance thereof. (EDUCATION AND COMMUNITY SERVICES)
- I.** Proposed resolution accepting the award of a Florida's Twenty-First (21<sup>st</sup>) Century-Soaring Beyond Expectations Grant for five years from the Florida Department of Education to fund summer programs operating out of two 21<sup>st</sup> Century Community Learning Centers, for students from grades 9 through 12, in the amount of \$699,922.00 for the first year commencing on August 1, 2015 and ending on July 31, 2015, and a five percent (5%) declining award amount for the remaining four years; ratifying the City's proposal in response to the Florida Department of Education RFP project number 13b-2445a-5ccc2; and further authorizing the Mayor or his designee to execute any and all agreements, documents and subcontracts in furtherance thereof. (EDUCATION AND COMMUNITY SERVICES)
- J.** Proposed resolution accepting a grant award from the Health Foundation of South Florida in the amount of \$80,000.00 for a complete streets plan and project for twelve months, commencing on April 1, 2015 and ending on March 31, 2016, ratifying the grant agreement, and further authorizing the Mayor or his designee to execute any and all documents and subcontracts in furtherance thereof. (EDUCATION AND COMMUNITY SERVICES)
- K.** Proposed resolution accepting the grant award from the Miami-Dade under the Targeted Initiatives Grants Program and authorizing the Mayor and the Acting Deputy City Clerk, as attesting witness, on behalf of the City, to enter into a grant agreement commencing on October 1, 2014 and ending September 30, 2015, in furtherance thereof, in a form acceptable to the City Attorney. (EDUCATION AND COMMUNITY SERVICES)
- L.** Report of Scrivener's- On November 4, 2014 City Council approved Item F the service contract for Inphynet Contracting Services, Inc. The account number #109.2000.522.342 listed on the council letter is incorrect. The account number to be used should be #109.2000.522.340. The correction has not changed the intent of the agreement and this report is hereby incorporated into the official records of the City. (FIRE DEPT.)
- M.** Request permission to utilize Palm Beach County School Board Contract # 13C37T, and issue as purchase order to TAW, Inc., d/b/a TAW Power Systems for the purchase of two (2) Stationary power generators to replace existing ones at the Hialeah Police Department tower site, and Bucky Dent Park tower site for Citywide communications, in a total cumulative amount not to exceed \$182,000. (FIRE DEPT.)
- N.** Request permission to utilize Miami Dade County Bid No. 2121-2/13-2, a competitively bid governmental contract, and increase purchase order # 2015-31, since it is



advantageous to the City, issued to Hall-Mark Fire Apparatus, LLC., to purchase automotive parts and accessories for City vehicles, by an additional amount of \$15,000, for a new total cumulative amount not to exceed \$30,000. (FLEET MAINTENANCE DEPT.)

- O. Request permission to utilize U.S. Communities Government Purchasing Alliance quote, and issue a purchase order, since it is advantageous to the City due to time constraints, to Kompan, Inc., for the purchase and installation of a new playground with a shade system for Bright Park, for a new total cumulative amount not to exceed \$55,394.87. (PARKS AND RECREATION.)
- P. Request permission to utilize U.S. Communities Government Purchasing Alliance quote, and issue a purchase order, since it is advantageous to the City due to time constraints, to Kompan, Inc., for the purchase and installation of a new playground with a shade system for Babcock Park, for a new total cumulative amount not to exceed \$55,394.87 (PARKS AND RECREATION.)
- Q. Request permission to increase purchase order #2015-583, issued to The Player's Connection of Florida, LLC., to purchase patron uniforms for the Sedano's sponsored Basketball League, as well as additional patron uniforms for fiscal year 2015 by an additional amount of \$8,000, for a total cumulative amount not to exceed \$23,000. (PARKS AND RECREATION.)
- R. Request permission to purchase the BSI Tax Factory software, which will replace ALL TAX Taxing program, the original tax software included in the Infor Human Capital Management purchase, through Infor. Infor has given the City of Hialeah a credit for the amount of \$8,980.00 that will go towards the purchase of BSI Tax Factory software. The total cost of the software including the first year of maintenance is \$27,774.53 of which \$7,197 will be paid directly to Business Software, Inc., for the annual maintenance, and a payment of \$11,597.53 will be made to Infor Public Sector, Inc., The City Council approved the purchase and implementation of Infor's Human Capital Management software for HR and payroll during the meeting of May 27, 2014 as Item V. (INFORMATION TECHNOLOGY)
- S. Request permission to issue a purchase order, since it is advantageous to the City, issued to Trimline Graphics International, Inc., for the purchase Citywide bus ads (graphic production, installation and removal), for in a total cumulative amount not to exceed \$5,000. (This consists of a new purchase order from the Transit Department for \$5,000, the advertiser will pay the City directly for those cost and the fees and will deposit in a revenue account. Trimline Graphics International, Inc. has an existing purchase order from Fleet Maintenance for \$15,000, issued as the lowest quote to place decals on Police and other vehicles throughout the fleet, both purchase orders amount to \$20,000). (TRANSIT DEPT.)
- T. Request from Apex Events for an event permit, for the Lexus F Sport Consumer Ride & Drive Event to be held at the Hialeah Park & Casino, 2200 East 4 Avenue, Hialeah FL, parking lots 1 and 2, on March 7 and 8 2015, with set up on March 6, 2015 subject to the recommendations of the Police and Fire Departments. (OFFICE OF THE CITY CLERK)



- U. Proposed resolution supporting the Town of Miami Lakes in its efforts to convert the 154th street overpass into a passive park, which would connect to the passive park designed for the Hialeah Annexed Area, and urging the Florida Department of Transportation ("FDOT") and the Florida Legislature to obtain and allocate the necessary funding for this project. (ADMINISTRATION)
- V. Proposed resolution authorizing the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a first amended agreement with Pivotal Utility Holdings, Inc., doing business as, Florida City Gas, a copy of which is attached hereto and made a part hereof as exhibit "1", to become the official energy conservation partner for a term, commencing on the first amendment effective date and ending on December 31, 2015, with an option to renew for a term not to exceed one year upon agreement of the parties, in exchange for an annual sponsorship fee of \$15,000.00 and other promotional and educational services, including, but not limited to, participation in energy conservation week. (ADMINISTRATION)
- W. Proposed resolution approving a professional services agreement with Carras Community Investment, Inc. to provide consulting services necessary for the creation of a Community Redevelopment Area, including the preparation of a finding of necessity study, creation of the community redevelopment agency and development implementation of the community redevelopment area plan in conformity with applicable Florida regulations, in an amount not to exceed \$184,000.00, and authorizing the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the professional services agreement attached hereto and made a part hereof as Exhibit "1". (ADMINISTRATION)
- X. Proposed resolution authorizing the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with the Town of Miami Lakes for three years with an option to renew for a two year term, to provide maintenance, repair and bus storage services to the Town of Miami lakes, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit "1"; providing for an effective date. (ADMINISTRATION)
- 3. Second reading and public hearing of proposed ordinance of the Mayor and the City Council of the City of Hialeah, Florida amending Chapter 70 Entitled "Retirement and Pension", Article IV. Employees General Retirement System, Division 1. Generally of the Code of Ordinances and in particular, revising Hialeah Code § 70-204 entitled "Termination of Membership; effect of reemployment" to allow for retroactive application of the right to restoration of credited service upon reemployment within ten years from the date of severance to any member reemployed on or after January 1, 2012; repealing all ordinances in conflict herewith; Providing for penalties; providing for inclusion in the code; providing for a severability clause and providing for an effective date. (ADMINISTRATION)

*Item was approved by the City Council on first reading on January 27, 2015*



4. First reading of proposed ordinance of the Mayor and the City Council of the City of Hialeah, Florida amending Chapter 86 entitled "Taxation", Article II. Occupational License Tax, and in particular, revising Hialeah Code § 86-43 entitled "Schedule of Tax by Business Classification", increasing the business tax paid by certain business classifications; repealing all ordinances or parts of ordinances in conflict herewith; providing penalties for violation hereof; providing for inclusion in code; providing for a severability clause and providing for an effective date. (ADMINISTRATION)
5. First reading of proposed ordinance of the Mayor and the City Council of the City of Hialeah, Florida approving the release of a Declaration of Restrictive Covenants dated August 29, 1996 and recorded in Official Records Book 17355 at Page 4968, in the Public Records of Miami Dade County, Florida; and further authorizing the Mayor and the City Clerk, as attesting witness, to execute the release of restrictive covenants on behalf of the City of Hialeah attached hereto as Exhibit "1"; property is located at 3750-54 northwest 54th Street, Hialeah, Florida. ( ADMINISTRATION)
6. Board Appointments –
7. Unfinished Business – Draft Letter/Notification to Planning and Zoning applicants with items on the City Council Agenda.
8. New Business –
9. Comments and Questions –

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**Administration of Oath to all applicants and anyone who will be speaking before the City Council on any Zoning, Land Use or Final Decision item.**

**Attention Applicants: Items approved by the City Council are subject to the Mayor's approval or veto. The Mayor may withhold his signature or veto the item. If the Mayor's signature is withheld, the item is not effective until the next regularly scheduled meeting. If the Mayor vetoes the item, the item is rejected unless the Council overrides the veto at the next regular meeting.**

### **ZONING**

- PZ 1.** Second reading and public hearing of ordinance rezoning property from B- 1 (Highly Restricted Retail District) to R-3-5 (Multiple Family District) and granting a variance permit to allow a lot coverage of 71%, where a maximum of 30% is allowed, and to allow 34 parking spaces, where 39 are required, contra to Hialeah code §§ 98-2056(b) (2) and 98-2189(19) (b). **Property located at 1190 Southeast 8 Avenue, Hialeah, Florida.** Repealing all ordinances or part of ordinances in conflict herewith; providing penalties for violation hereof; providing for a severability clause; and providing for an effective date. (Applicant: Spinal Cord Living- Assistance Development, Inc. (SCLAD) c/o Pedro Rodriguez)

<i>This item was approved by City Council on first reading on January 27, 2015.</i>
<i>The item was approved by the Planning and Zoning Board on January 14, 2015.</i>

- PZ 2.** First reading of proposed ordinance granting a variance permit to allow a single family home on a substandard-sized lot having a frontage of 40 feet, where at least 75 feet are required, and a total area of 5,400 square feet, more or less, where a total area of at least 7,500 square feet is required, and to allow a proposed rear setback of 19 feet, where a 25 feet are required, contra to Hialeah Code §§ 98-499 and 98-348(a). **A vacant lot located at 758 East 30 Street, Hialeah, Florida.** Repealing all ordinances or parts of ordinances in conflict herewith; providing penalties for violation hereof; providing for a severability clause; and providing for an effective date. (*Applicant: Laura Safonts*)
- PZ 3.** First reading of proposed ordinance granting a variance permit to allow a single family home on a substandard-sized lot having a frontage of 54.30 feet, where at least 75 feet are required, and a total area of 5,158 square feet, more or less, where a total area of at least 7,500 square feet is required, contra to Hialeah Code § 98-499. **A vacant lot located at 660 West 23 Street, Hialeah, Florida.** Repealing all ordinances or parts of ordinances in conflict herewith; providing penalties for violation hereof; providing for a severability clause; and providing for an effective date. (*Applicant: Alari Holdings, LLC.*)
- PZ 4.** First reading of proposed ordinance granting a variance permit to allow a lot coverage of 38.7%, where a maximum of 30% is allowed, to allow existing westside setback of 5.30 feet, where 7.5 feet are required for first unit, to allow existing westside setback of 7.2 feet, where 7.5 feet are required for second unit, to allow existing rear setback of 7.2 feet, where 25 feet are required for second unit, and to allow a second residential unit with a floor area of 595 square feet, where a minimum of 1,500 square feet are required, contra to Hialeah Code §§ 98-2056(b)(2), 98-546, 98-547(a) and 98-548. **Property located at 333 East 13 Street, Hialeah, Florida.** Repealing all ordinances or parts of ordinances in conflict herewith; providing penalties for violation hereof; providing for a severability clause; and providing for an effective date. (*Applicant: Yanm Morales Pla*)

### **FINAL DECISIONS**

- FD 1.** Proposed resolution overriding the final decision of the planning and zoning board, Decision No. 14-14 and approving the adjustment requested on property located at **2692 Palm Avenue, Hialeah, Florida;** and providing for an effective date. (*Applicant Irma Torres & Jose Torres-J & P Auto Parts Inc.*)

<i>Motion to override denial, approved for first reading on Feb 10, 2015.</i>
<i>Item was removed from table on January 27, 2015</i>
<i>Item was tabled until January 27, 2015 by City Council on January 13, 2015.</i>
<i>Item was denied by the Planning and Zoning Board on December 10, 2014.</i>

- FD 2.** Proposed resolution approving the final decision of the Planning and Zoning Board, Decision No. 15-01 that granted an adjustment **on property located at 1399 West 82**



**Street, Hialeah, Florida;** and providing for an effective date. (*Applicant Frances Gonzalez REM Hector P. Gonzalez Jr.*)

**NEXT CITY COUNCIL MEETING: Tuesday, February 24, 2015 at 7:00 P.M.**

**NEXT CHARTER SCHOOL OVERSIGHT COMMITTEE MEETING: February 24, 2015 at 6:30 p.m.**

Anyone wishing to obtain a copy of an agenda item should contact the Office of the City Clerk at (305) 883-5820 or visit at 501 Palm Avenue, 3<sup>rd</sup> Floor, Hialeah, Florida, between the hours of 8:30 a.m. and 5:00 p.m.

Persons wishing to appeal any decision made by the City Council, with respect to any matter considered at the meeting, will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

An ordinance or resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto. If the Mayor's veto is sustained, the affected ordinance or resolution does not become law and is deemed null and void.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 883-5820 for assistance no later than seven (7) days prior to the proceeding; if hearing impaired you may telephone the Florida Relay Service at (800) 955-8771 (TDD), (877) 955-8773 (Spanish) or (800) 955-8770 (Voice).

**MINUTES**  
**Regular Council Meeting**  
**February 3, 2015**  
**6:30 PM**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. CALL TO ORDER:**

Mayor Slaton called the meeting to order at 6:35 p.m.

**2. ROLL CALL:**

The Town Clerk, Marjorie Tejeda-Castillo, called the roll with the following Councilmembers present: Frank Mingo, Nelson Rodriguez, Tim Daubert, Tony Lama, Ceasar Mestre, Vice Mayor Manny Cid, and Mayor Wayne Slaton.

**3. MOMENT OF SILENCE**

The Mayor called for a moment of silence.

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**4. PLEDGE OF ALLEGIANCE:**

Boy Scout Troop 565 presented the colors and led the Pledge of Allegiance.

**5. SPECIAL PRESENTATION:**

The Mayor and Council presented Loving Soles with a certificate of appreciation for collaborating with the Town in an effort to collect over 1,500 shoes in the 2014 Miami Lakes Thanksgiving Shoe Drive.

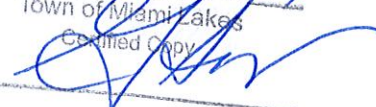
**6. PUBLIC COMMENTS:**

Grace Loeb invited the Council and the residents of the Town of Miami Lakes to participate in the Guardian Hands Foundation 2nd Annual Walk Against Rare Diseases.

Bob Wirfeld spoke about the noise levels at Park West. He requested that the Council take the necessary measures to control the noise level of the music being played in the pavilion at Picnic Park West and particularly the Movies in the Park on Friday night.

Mirtha Mendez requested that the Council include 170th Avenue to the resolution, item 10.B.

Lynn Matos spoke about the Relay for Life event and asked for the participation of the

7th day of Dec 20 17  
Town of Miami Lakes  
Certified Copy  


Mayor and Council which will take place on May 2, 2015.

Mayor Carlos Hernandez from the City of Hialeah requested to speak during the discussion of item 10.B.

**7. ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**

Town Attorney, Raul Gastesi added an Attorney Report, item 14.A, entitled Update on the Michael Pizzi Case.

Councilman Lama pulled item 10.H from the consent calendar.

Councilman Mestre pulled item 10.B from the consent calendar.

Councilman Lama made a motion to adopt the agenda as amended. Vice Mayor Cid seconded the motion and all were in favor.

**8. APPOINTMENTS:**

Councilman Lama made a motion to appoint Natalie Martinez to the Youth Activities Task Force. Councilman Rodriguez seconded the motion and all were in favor.

**9. COMMITTEE REPORTS:**

**Public Safety Committee Report:**

Roberto Alonso, Chairman of the Public Safety Committee, presented the semiannual report to the Council on behalf of the committee.

**Veteran Affairs Committee Report:**

Alex Sanchez, Chairman of the Veteran Affairs Committee, presented the semiannual report to the Council on behalf of the committee.

**10. CONSENT CALENDAR:**


Councilman Mestre made a motion to approve the remaining items on the consent calendar. The motion was seconded by Councilman Daubert and all were in favor.

**A. Approval of Minutes:**

January 9, 2015 Special Council Meeting  
January 13, 2015 Regular Council Meeting

Approved on consent.

**B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, EXPRESSING THE TOWN'S OPPOSITION TO THE OPENING OF THE I-75 OVERPASS TO NORTHWEST 154TH STREET; PROVIDING AUTHORIZATION TO TOWN OFFICIALS; DIRECTING THE CLERK TO**

7 day of Dec, 20 17  
Town of Miami Lakes  
Certified Copy  




PROVIDE A COPY OF THIS RESOLUTION TO THE VICE-CHAIR OF THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Mestre)

Councilman Mestre withdrew this item.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACTS FOR PLUMBING SERVICES BETWEEN PIPELINE PLUMBING SERVICES OF BROWARD, INC. AND RIGHT WAY PLUMBING CO. AND THE TOWN OF MIAMI LAKES FOR A NEW CONTRACT VALUE OF \$125,000; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CHANGE ORDER; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)


Approved on consent.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE GEOTECHNICAL SERVICES CONTRACTS WITH TERRACON CONSULTANTS, INC. AND GEOSOL, INC. AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; AUTHORIZING TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on consent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING CONTRACT FOR REQUEST FOR PROPOSAL (RFP) 2015-05, CONSTRUCTION SERVICES FOR THE WEST LAKES A PHASE II DRAINAGE BASIN IMPROVEMENTS, TO FLORIDA ENGINEERING & DEVELOPMENT, CORP. IN AN AMOUNT NOT TO EXCEED \$754,659.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on consent.

7 day of Dec. 20 17  
Town of Miami Lakes  
Certified Copy  


- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE AN ALTERNATIVE TO TRAFFIC CONCURRENCY STUDY CONTRACT WITH THE CORRADINO GROUP, INC. ("CORRADINO") IN AN AMOUNT NOT TO EXCEED \$42,751.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on consent.

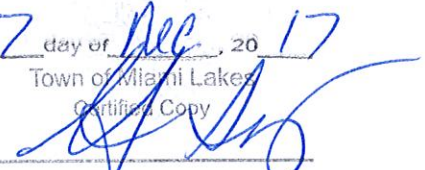
- G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE SURVEYING SERVICES & MAPPING CONTRACTS WITH ROBAYNA AND ASSOCIATES INC. AND KEITH AND SCHNARS, P.A. AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; AUTHORIZING TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on consent.

- H. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO PREPARE AND SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S LAND AND WATER CONSERVATION FUND PROGRAM FOR FINANCIAL ASSISTANCE WITH CAPITAL IMPROVEMENTS AT THE TOWN OF MIAMI LAKES DOG RECREATION AREA SITE; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO SATISFY THE REQUIREMENTS OF THE GRANT APPLICATIONS; PROVIDING COMMITMENT OF MATCHING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Councilman Lama made a motion for the staff to withdraw their efforts on the dog park, as well as seeking any additional funding for it at this time. Requesting that the staff postpones any further planning, and reallocates funds toward existing parks, and areas in need of improvements. The motion was seconded by Councilman Daubert. Councilman Lama withdrew his motion.

Councilman Mestre made a motion to approve the resolution. The motion was seconded by Vice Mayor Cid and all were in favor.

7 day of Dec, 2017  
Town of Miami Lakes  
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- I. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A MASS REPLANTING/REFORESTATION AT CYPRESS VILLAGE SHOPPING CENTER PER THE REQUIREMENTS OF ORDINANCE NUMBER 12-151; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on consent.

- J. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA URGING THE MIAMI-DADE EXPRESSWAY AUTHORITY ("MDX") TO PROVIDE A DISCOUNT TO MIAMI LAKES RESIDENTS ON TOLL ROADS OPERATED BY MDX; PROVIDING AUTHORIZATION TO TOWN OFFICIALS; PROVIDING DIRECTIONS TO TOWN CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

Approved on consent.

**11. ORDINANCES-SECOND READING (PUBLIC HEARING):**

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 14-174; AMENDING THE TOWN'S FISCAL YEAR 2014-2015 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

Town Manager, Alex Rey, presented the item.


Mayor Slaton opened the public hearing.

As no one wished to speak, the Mayor closed the public hearing.

Councilman Mestre made a motion to adopt the ordinance on second reading. The motion was seconded by Councilman Rodriguez. The Town Clerk called the roll and the ordinance was adopted unanimously.

**12. NEW BUSINESS:**

- A. 154 Street Overpass Passive Park (Rodriguez)

7 day of Dec, 2017  
Town of Miami Lakes  
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Councilman Rodriguez made a motion directing the staff to look into converting the 154th Street overpass into a linear park in keeping with our trails and master plan. He also requested that our grant writer look into grant opportunities to fund this project. The motion was seconded by Councilman Lama. Mayor Carlos Hernandez from the City of Hialeah spoke in support of the concept. Mayor Slaton called for the vote and the motion passed unanimously.

B. Live Remote Public Comments (Cid)

Vice Mayor Cid made a motion requesting that the Mayor, as the chair of Council and person in charge of Public Comments, would test the system returning to the Council with a report on his findings and what his thoughts were once tested. The motion was seconded by Councilman Daubert and all were in favor.

13. **MAYOR AND COUNCILMAN REPORTS:**

A. Police Body Cameras (Cid)

Vice Mayor Cid reported on Miami Dade County's plan to enforce police body cameras and the affects this would have on the Town of Miami Lakes.

14. **ATTORNEY REPORTS:**

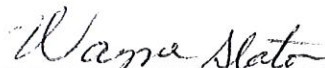
B. Update on the Michael Pizzi Case

The Town Attorney, Raul Gastesi, reported on the Michael Pizzi Case. Stating the lawsuit was served on the Town on January 7, 2015, under the rules we had 20 days to respond. The Plaintiff's due date to respond to our motion of dismissal is February 5, 2015. There will be a hearing for the motions to dismiss the Town of Miami Lakes, the Mayor, and the Town Clerk February 11, 2015 at 1:30pm.

15. **ADJOURNMENT:**

There being no further business to come before the Council, the meeting adjourned at 7:46 p.m.

Approved this 3<sup>rd</sup> day of March 2015.

  
Wayne Slaton, Mayor

Attest:

  
Marjorie Tejeda-Castillo, Town Clerk

7 day of Dec. 20 17  
Town of Miami Lakes  
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## Town of Miami Lakes Memorandum

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Luis Collazo  
**Subject:** Mobility Fee  
**Date:** 1/16/2018

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### **Recommendation:**

#### **Purpose of the Proposed Item:**

The Mobility Fee ordinance was adopted in order to provide the Town of Miami Lakes an alternative to traditional traffic concurrency requirements when considering the impact on traffic of new and re-development. In particular, the Mobility Fee allowed the Town to consider other forms of transportation as a means to significantly reduce the impact of vehicular traffic due to development. Over the past year the Fee has generated approximately \$850,000 to fund mobility initiatives throughout the Town, and is currently being utilized to fund projects within the Town's Transportation Master Plan. The Town of Miami Lakes has identified \$24,000,000.00 in Mobility Initiatives that would benefit from the Fee.

#### **Major Points of Proposed Item:**

Significant changes have occurred since the adoption of the mobility that would warrant a review of the current fee and its application now and in the future.

**1. Time:** Upon adoption, it was unclear what type of impact the Mobility Fee Ordinance would have over time on development. The Mobility Fee Ordinance has been in place for over a year and as a result we now have a better understanding of the intended and unintended consequences of the Fee. With this knowledge we have an opportunity to review and ensure that the Mobility Fee Ordinance is accomplishing its objective.

**2. Alternative Funding:** Subsequent changes to the way Miami Dade County allows Road Impact Fees to be applied, so that they directly fund transportation initiatives within the Town, have helped accelerate some of the much needed traffic improvements along our most congested corridors. This raises the question: How does this impact the way we fund our Strategic Traffic Master Plan, if at all?

**3. Hybrid Approaches:** Innovative approaches that accomplish the flexibility of the Mobility Fee while at the same time addressing the impact of vehicular traffic on our most congested roadways prior to project completion may arise as part of a review of the Fee. Could new "best practices" be identified which help us reach our goals?

#### **Reason for Action:**

Stated above.

**Action Desired:**

I intend to move that the Mobility Fee Ordinance be evaluated by staff with a report back to the Council with recommendations (if any) of changes that would help the Town continue to reach its mobility goals effectively. This evaluation would include, but not be limited to, a review of the current Fee Structure, Forecasted Development Projects and Roadway Improvements (Timeline), Projected Tax Revenue from new or redevelopment subject to or forecasted to be subject to the Mobility Fee, Alternative Approaches (Hybrid Model), and any other recommendations based on the evaluation. Once the staff completes its evaluation and presents its findings, the Council will then have an opportunity to exercise its oversight function and discuss the findings and determine what, if any, changes are needed.

Fiscal Impact: High



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Honorable Councilmember Marilyn Ruano  
**Subject:** Special Needs Committee  
**Date:** 1/16/2018

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### **Recommendation:**

I would like to request the council consider reviving our Special Needs Committee. This committee has been dormant for some time but our special needs community is in need of activities and programs that specifically cater to their needs. I would also like to discuss the possibility of renaming the committee "Special Needs Advisory Committee" or "Special Needs Advisory Board".

On December 18th, 2017, Mayor Cid and I had the pleasure of meeting with a new Miami Lakes resident by the name of Jose Aaron Pargas. He recently moved to Miami Lakes from Puerto Rico and is himself a resident with special needs. He reached out to the Town as he is very interested in participating in our local government. He would be the perfect first appointee to our Special Needs Committee. I will be appointing Mr Pargas to our Special Needs Committee on Jan 16th at our Regular Council meeting.

Fiscal Impact: High- at least 100 hours of staff time per year



## **Town of Miami Lakes Memorandum**

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**To: Honorable Vice Mayor & Councilmembers**  
**From: Honorable Mayor Manny Cid**  
**Subject: Good Governance**  
**Date: 1/16/2018**

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### **Recommendation:**

In 2018-2019, our community will experience a major change in leadership and management. In 2018, our Council will be losing several members who have hard-earned experience in the realities of municipal governance.

Unfortunately, unlike the majority of professions in our Country, public leadership lacks a licensing exam or required training. The reality is that winning an election and obtaining a spot on the Council does not automatically make an individual an effective public leader. Key phrase is 'leader' as there is a real difference between leadership and management in the public sector.

Our Town is a \$40 million dollar organization and to ensure that good government continues, I want to inject good governance into our Town charter by amending it to ensure that future members of the Town Council are required to attend at least one of the following trainings: ICMA, FLC University or the Institute for Elected Municipal Officials.

I would like for this charter amendment to be placed on the August 2018 ballot.

Fiscal Impact: Medium- prepared language, resolution and election cost (TBD)



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Honorable Councilmember Ceasar Mestre**  
**Subject: Concealed carry**  
**Date: 1/16/2018**

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### **Recommendation:**

I respectfully request that the Town Council consider supporting the placement of an item on the agenda allowing the persons sitting on the dais that have a concealed weapons permit to carry a handgun

Fiscal Impact: Low





## **Town of Miami Lakes Memorandum**

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**To:** Honorable Vice Mayor & Councilmembers  
**From:** Honorable Mayor Manny Cid  
**Subject:** Social Media Strategy Plan  
**Date:** 1/16/2018

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### **Recommendation:**

The way municipalities communicate with residents has drastically changed in the past decade. In the upcoming years, more and more of our residents will receive their information via Facebook, Twitter, & Instagram. We currently have 5,371 Facebook followers, 2,221 on Twitter, and 2,350 on Instagram which is great. We should also begin utilizing LinkedIn and YouTube more often. I want to direct staff to complete a social media strategy plan that'll help us continue telling our story more effectively to our residents.

Fiscal Impact: Medium- without implementation cost



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Vice Mayor & Councilmembers  
**From:** Honorable Mayor Manny Cid  
**Subject:** Hotel Taxes  
**Date:** 1/16/2018

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### **Recommendation:**

After researching the issue, I became aware and confirmed that all visitors to Miami Lakes that stay in a hotel located within the Town pay Tourist and Convention Development Taxes.

I want to direct staff to calculate how much revenue is derived from Miami Lakes hotels via this tax, and what direct service do our residents and visitors receive.

Fiscal Impact: Medium - Assuming we can get information from County.



## **Town of Miami Lakes Memorandum**

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**To: Honorable Mayor and Councilmembers**  
**From: Honorable Councilmember Nelson Rodriguez**  
**Subject: Ordinance and Town Code dealings with ATV's and Off-Road Vehicles**  
**Date: 1/16/2018**

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### **Recommendation:**

The illegal use of off-road vehicles i.e. ATV's and Dirt-bikes within the Town boundaries is now at an all-time high. Last week there were two ATV's riding recklessly along Miami Lakes Dr. They were doing wheelies and video taping themselves as they rode through Miami Lakes. This issue has become a huge problem throughout the County. During the holidays several riders were killed in South Dade while riding recklessly on public roads.

Request for an Ordinance and Amend the Town Code

I respectfully request an Ordinance to be drafted directing our Police Department to issue additional Town issued citations with financial penalties to off-road vehicles ie. ATV and dirt bikes when they are in violation of the Town Code.

Also, I respectfully request the Town Code to be amended to include a Financial Citation for penalties to the vehicle owner as well the parents of children using Illegal off-road vehicles throughout the Town boundaries.

**\*This item requires the waiver of Section 7.2 of the Special Rules of Order.**

Fiscal Impact: Low

### **ATTACHMENTS:**

Description

Florida Attorney General Advisory Legal Opinion

Florida Statutes

## Florida Attorney General Advisory Legal Opinion

Number: AGO 78-141

Date: December 12, 1978

Subject: Municipalities, traffic control, ordinance/resolution

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**MUNICIPALITIES--MUST CONTROL AND REGULATE TRAFFIC WITHIN  
JURISDICTION BY ORDINANCE RATHER THAN RESOLUTION**

To: B. Paul Pettie, Margate City Attorney, Pompano Beach

Prepared by: Joslyn Wilson, Assistant Attorney General

**QUESTION:**

May a municipality pursuant to s. 316.008(1)(d) and (f), F. S., control and regulate certain traffic movement under s. 316.008, F. S., by resolution or may it act only by ordinance?

**SUMMARY:**

A municipality controlling and regulating traffic movement within its jurisdiction under police power delegated to it under ss. 316.002 and 316.008(1)(d) and (f), F. S. (the Florida Uniform Traffic Law), must exercise such power and enact such traffic regulations by ordinance which has the effect of and is enforceable as a local law rather than by and in the form of an administrative resolution.

In 1971, the Florida Legislature enacted Ch. 316, F. S., the Florida Uniform Traffic Control Law, in order to "make uniform traffic laws to apply throughout the state and its several counties and uniform traffic ordinances to apply in all municipalities," s. 316.002, F. S. The Legislature, recognizing that in about 50 percent of the incorporated municipalities within the state the movement of traffic was controlled by Ch. 186, F. S. 1969, while traffic in the remaining municipalities was controlled by a "hodgepodge of ordinances which vary as to language and penalty" resulting in an inconvenience and hazard to travelers, consolidated the existing state traffic laws contained in Ch. 317, F. S. 1969, the traffic ordinances contained in Ch. 186, F. S. 1969, and the suggested laws and ordinances contained in the Uniform Vehicle Code and the Model Traffic Ordinances into one "workable uniform law throughout the state and all its municipalities and political subdivisions." See

the preamble to Ch. 71-135, Laws of Florida, creating Ch. 316, F. S.

The Legislature recognized that there are conditions which require municipalities to pass certain other traffic ordinances regulating municipal traffic, and it expressly specified that s. 316.008, F. S., enumerates the area within which the municipalities are authorized to control certain traffic movement in their respective jurisdictions. Section 316.002, F. S. Section 316.002 also makes it unlawful for a municipality to pass or attempt to enforce any ordinance in conflict with the provisions of Ch. 316. Section 316.007, F. S., provides that the provisions of Ch. 316 shall be applicable and uniform throughout the state and in all political subdivisions and municipalities therein, "and no [municipality] shall enact or enforce any ordinance on a matter covered by [Ch. 316] unless expressly authorized." Section 316.008 provides such express authorization for the "certain other traffic ordinances in regulation of municipal traffic" and "the area within which municipalities may control certain traffic movement or parking" referred to in s. 316.002 and expressly authorizes municipalities, with respect to streets and highways under their jurisdiction and *within the reasonable exercise of the police power*, to designate "particular highways or roadways for use by traffic moving in one direction," and "any street as a through street or . . . any intersection as a stop or yield intersection." Section 316.008(1)(d) and (f), F. S.

Section 166.021(1), F. S., implements s. 2(b), Art. VIII, State Const., and, among other things, delegates to municipalities the governmental power to enable them to conduct municipal government and authorizes them to exercise any power for municipal purposes except where expressly prohibited by law. The aforestated provisions of ss. 316.002 and 316.007, F. S., operate to and have the effect of expressly prohibiting any such *legislative action under the police power* by the several municipalities. Moreover, these and other provisions of Ch. 316, F. S., constitute an express preemption of this area of traffic control and regulation to the state within the contemplation of s. 166.021(3)(c). Sections 316.002, 316.007, and 316.008(1), F. S., expressly provide for and represent exceptions to the state's exclusive or preemptive jurisdiction by expressly authorizing municipalities and other local authorities to control and regulate certain traffic movement or parking on the streets and highways within their jurisdiction in the *reasonable exercise of the police power delegated to them by the Legislature*.

Section 316.008, F. S., however, is silent as to whether the action of the governing body of a municipality in regulating traffic should be in the form of an ordinance rather than a resolution, nor does Ch. 166, F. S., specifically address the issue. Section 166.041(1)(a), F. S., however, defines "ordinance" as used therein to mean "an *official legislative action* of a governing body, which action is a

regulation of a general and permanent nature and enforceable as a local laws," (Emphasis supplied.) while "resolution" is defined as "an expression of a governing body concerning matters of administration, an expression of temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body." (Emphasis supplied.) Section 166.041(1)(b), F. S. The enactment of any local legislation "enforceable as a local law" under the delegated police power of the state is the exercise of the local government's legislative and governmental power, not the exercise of administrative authority or an "expression of the governing body" in connection with the administrative business of the municipality or its governing body. See also 5 McQuillin *Municipal Corporations* ss. 15.01 and 15.02 (an ordinance is distinctively a legislative act); 73 Am. Jur.2d *Statutes* s. 3, p. 270 (resolution adopted by Legislature is not a statute, does not have the force or effect of law, and cannot be used for any purpose for which an exercise of legislative power is necessary); 77 C.J.S. *Resolutions*. Resolutions are generally considered to be a temporary act, a declaration of the will of the Legislature in a given matter unlike laws which are a continuing and permanent rule of government. See *Certain Lots Upon Which Taxes Are Delinquent v. Town of Monticello*, 31 So.2d 905 (Fla. 1947); *Brown v. City of St. Petersburg*, 153 So. 141 (Fla. 1933).

The designation of a street as a one-way street for the movement of traffic or a street as a through street or an intersection as a stop or yield intersection is a legislative act exercised under the police power, s. 316.008(1), F. S. See also s. 316.088, F. S., which permits local authorities to designate any highway or roadway or part thereof under their respective jurisdictions as one-way as indicated by official traffic control devices; s. 316.089(3), F. S., providing that official traffic control devices may be erected which direct specified traffic to use a designated lane or to move in a particular direction; s. 316.123, F. S., providing for stop or yield intersections; and s. 316.074, F. S., requiring the driver of any vehicle to obey the applicable instructions of any lawfully placed traffic control device. While s. 316.008 does not specify whether the prescribed regulation of traffic within a municipality shall be by ordinance or resolution, various provisions within Ch. 316, F. S., use the term ordinance with respect to local regulation. See, e.g., s. 316.002, F. S., which states that the "legislature recognizes that there are conditions which require municipalities to pass certain other ordinances in regulation of municipal traffic that are not required to regulate the movement of traffic outside of such municipality." (Emphasis supplied.) See also v. 316.007, F. S., stating that "no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized." (Emphasis supplied.)

Moreover, s. 166.041(1)(a), F. S., defines "ordinance" to mean "an



official legislative action . . . enforceable as a local law," but "resolution" is defined by subsection (1)(b) to mean "an expression of a governing body concerning matters of administration" or "an expression of a temporary character," or "a provision for the disposition of a particular item of administrative business." The Legislature has not provided that a resolution is an official legislative action, as distinguished from an administrative action, or that such administrative "expressions" or resolutions are "enforceable as a local law," or by criminal punishment or by civil penalties as Ch. 316, F. S., is enforced pursuant to its terms and the terms of Ch. 318, F. S. The discriminating language employed by the Legislature in s. 166.041(1)(a) and (b), F. S., manifests the legislative intent that the legislative and governmental power of the municipalities be exercised by ordinance or by "official legislative action of [their] governing bod[ies] . . . enforceable as a local law." Such is particularly true of local legislation under the delegated police power enforceable by the imposition of penalties in the nature of criminal punishment or civil penalties. See s. 6(b), Art. V, State Const., which provides that the jurisdiction of the county court shall be prescribed by general law, and s. 20, Art. V, State Const., which prescribes that, until changed by general law consistent with the provisions of Art V, the county courts have original jurisdiction of all violations of municipal ordinances and the jurisdiction formerly exercised by the municipal courts (now abolished). Section 34.01, F. S., implements and substantially restates these constitutional provisions. See also s. 316.660, F. S., which provides for the monthly payment to the municipality of all fines and forfeitures received by a county court for violations of Ch. 316 "or from violations of any ordinances adopting matter covered by this chapter, committed within a municipality" (Emphasis supplied.); and s. 34.191, F. S., which provides that all fines and forfeitures received by the county court from violations of municipal ordinances committed within a municipality within the territorial jurisdiction of the county court shall be paid monthly to the municipality with certain exceptions not material to the instant question. It should also be noted that under s. 901.15(1), F. S., a peace officer (including municipal police officers) may arrest without a warrant for violations of municipal ordinances occurring in the presence of the officer or upon fresh pursuit, and subsection (5) provides that, when a violation of Ch. 316 has been committed in the presence of the officer, such arrest may be made immediately or on fresh pursuit; however, such arrest power does not embrace or extend to violations of municipal administrative "expressions" or resolutions.

The foregoing considerations make evident the compelling need that such "official legislative action" or "regulation of a general and permanent nature" or "reasonable exercise of the police power" be by a duly enacted ordinance rather than a resolution. In the absence of such an ordinance, the police and the courts are not

constitutionally or statutorily vested with any authority and jurisdiction to enforce the proscribed traffic offenses and regulations. Accordingly, based upon the foregoing considerations, I must conclude that a municipality, in exercising the police power delegated to it by ss. 316.002 and 316.008(1)(d) and (f), F. S., to control and regulate the traffic movement therein provided for within the municipality's jurisdiction, must exercise such power and enact such traffic regulations by "official legislative action" or ordinance, which has the effect of and is enforceable as a local law rather than by a resolution.

Select Year:  

## The 2017 Florida Statutes

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[Title XXIII](#)  
MOTOR VEHICLES

[Chapter 316](#)  
STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

**316.0083 Mark Wandall Traffic Safety Program; administration; report.—**

(1)(a) For purposes of administering this section, the department, a county, or a municipality may authorize a traffic infraction enforcement officer under s. [316.640](#) to issue a traffic citation for a violation of s. [316.074\(1\)](#) or s. [316.075\(1\)\(c\)1](#). A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible. A notice of violation and a traffic citation may not be issued under this section if the driver of the vehicle came to a complete stop after crossing the stop line and before turning right if permissible at a red light, but failed to stop before crossing over the stop line or other point at which a stop is required. This paragraph does not prohibit a review of information from a traffic infraction detector by an authorized employee or agent of the department, a county, or a municipality before issuance of the traffic citation by the traffic infraction enforcement officer. This paragraph does not prohibit the department, a county, or a municipality from issuing notification as provided in paragraph (b) to the registered owner of the motor vehicle involved in the violation of s. [316.074\(1\)](#) or s. [316.075\(1\)\(c\)1](#).

(b)1.a. Within 30 days after a violation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. [318.14](#) and that the violator must pay the penalty of \$158 to the department, county, or municipality, or furnish an affidavit in accordance with paragraph (d), or request a hearing within 60 days following the date of the notification in order to avoid the issuance of a traffic citation. The notification must be sent by first-class mail. The mailing of the notice of violation constitutes notification.

b. Included with the notification to the registered owner of the motor vehicle involved in the infraction must be a notice that the owner has the right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

c. Notwithstanding any other provision of law, a person who receives a notice of violation under this section may request a hearing within 60 days following the notification of violation or pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all court costs related thereto and a form to request a hearing. As used in this sub-subparagraph, the term "person" includes a natural person, registered owner or coowner of a motor vehicle, or person identified on an affidavit as having care, custody, or control of the motor vehicle at the time of the violation.

d. If the registered owner or coowner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative of



the owner, coowner, or designated person, initiates a proceeding to challenge the violation pursuant to this paragraph, such person waives any challenge or dispute as to the delivery of the notice of violation.

2. Penalties assessed and collected by the department, county, or municipality authorized to collect the funds provided for in this paragraph, less the amount retained by the county or municipality pursuant to subparagraph 3., shall be paid to the Department of Revenue weekly. Payment by the department, county, or municipality to the state shall be made by means of electronic funds transfers. In addition to the payment, summary detail of the penalties remitted shall be reported to the Department of Revenue.

3. Penalties to be assessed and collected by the department, county, or municipality are as follows:

a. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver failed to stop at a traffic signal if enforcement is by the department's traffic infraction enforcement officer. One hundred dollars shall be remitted to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$45 shall be distributed to the municipality in which the violation occurred, or, if the violation occurred in an unincorporated area, to the county in which the violation occurred. Funds deposited into the Department of Health Emergency Medical Services Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and used for brain and spinal cord research.

b. One hundred fifty-eight dollars for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver failed to stop at a traffic signal if enforcement is by a county or municipal traffic infraction enforcement officer. Seventy dollars shall be remitted by the county or municipality to the Department of Revenue for deposit into the General Revenue Fund, \$10 shall be remitted to the Department of Revenue for deposit into the Department of Health Emergency Medical Services Trust Fund, \$3 shall be remitted to the Department of Revenue for deposit into the Brain and Spinal Cord Injury Trust Fund, and \$75 shall be retained by the county or municipality enforcing the ordinance enacted pursuant to this section. Funds deposited into the Department of Health Emergency Medical Services Trust Fund under this sub-subparagraph shall be distributed as provided in s. 395.4036(1). Proceeds of the infractions in the Brain and Spinal Cord Injury Trust Fund shall be distributed quarterly to the Miami Project to Cure Paralysis and used for brain and spinal cord research.

4. An individual may not receive a commission from any revenue collected from violations detected through the use of a traffic infraction detector. A manufacturer or vendor may not receive a fee or remuneration based upon the number of violations detected through the use of a traffic infraction detector.

(c)1.a. A traffic citation issued under this section shall be issued by mailing the traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 60 days after notification under paragraph (b), if the registered owner has not requested a hearing as authorized under paragraph (b), or if the registered owner has not submitted an affidavit under this section.

b. Delivery of the traffic citation constitutes notification under this paragraph. If the registered owner or coowner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or a duly authorized representative of the owner, coowner, or designated person, initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the traffic citation.



c. In the case of joint ownership of a motor vehicle, the traffic citation shall be mailed to the first name appearing on the registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

2. Included with the notification to the registered owner of the motor vehicle involved in the infraction shall be a notice that the owner has the right to review, in person or remotely, the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The notice must state the time and place or Internet location where the evidence may be examined and observed.

(d)1. The owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal, unless the owner can establish that:

a. The motor vehicle passed through the intersection in order to yield right-of-way to an emergency vehicle or as part of a funeral procession;

b. The motor vehicle passed through the intersection at the direction of a law enforcement officer;

c. The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

d. A uniform traffic citation was issued by a law enforcement officer to the driver of the motor vehicle for the alleged violation of s. 316.074(1) or s. 316.075(1)(c)1.; or

e. The motor vehicle's owner was deceased on or before the date that the uniform traffic citation was issued, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other designated person or family member.

2. In order to establish such facts, the owner of the motor vehicle shall, within 30 days after the date of issuance of the traffic citation, furnish to the appropriate governmental entity an affidavit setting forth detailed information supporting an exemption as provided in this paragraph.

a. An affidavit supporting an exemption under sub-subparagraph 1.c. must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the vehicle was stolen at the time of the alleged offense, the affidavit must include the police report indicating that the vehicle was stolen.

b. If a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

c. If the motor vehicle's owner to whom a traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the issuance of the uniform traffic citation and one of the following:

(I) A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death, but on or before the date of the alleged violation.

(II) Documentary proof that the registered license plate belonging to the deceased owner's vehicle was returned to the department or any branch office or authorized agent of the department, but on or before the date of the alleged violation.

(III) A copy of a police report showing that the deceased owner's registered license plate or motor vehicle was stolen after the owner's death, but on or before the date of the alleged violation.



Upon receipt of the affidavit and documentation required under this sub-subparagraph, the governmental entity must dismiss the citation and provide proof of such dismissal to the person that submitted the affidavit.

3. Upon receipt of an affidavit, the person designated as having care, custody, or control of the motor vehicle at the time of the violation may be issued a notice of violation pursuant to paragraph (b) for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased vehicle for which a traffic citation is issued for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal is not responsible for paying the traffic citation and is not required to submit an affidavit as specified in this subsection if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

4. Paragraphs (b) and (c) apply to the person identified on the affidavit, except that the notification under sub-subparagraph (b)1.a. must be sent to the person identified on the affidavit within 30 days after receipt of an affidavit.

5. The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(e) The photographic or electronic images or streaming video attached to or referenced in the traffic citation is evidence that a violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal has occurred and is admissible in any proceeding to enforce this section and raises a rebuttable presumption that the motor vehicle named in the report or shown in the photographic or electronic images or streaming video evidence was used in violation of s. 316.074(1) or s. 316.075(1)(c)1. when the driver failed to stop at a traffic signal.

(2) A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible.

(3) This section supplements the enforcement of s. 316.074(1) or s. 316.075(1)(c)1. by law enforcement officers when a driver fails to stop at a traffic signal and does not prohibit a law enforcement officer from issuing a traffic citation for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal in accordance with normal traffic enforcement techniques.

(4)(a) Each county or municipality that operates a traffic infraction detector shall submit a report by October 1, 2012, and annually thereafter, to the department which details the results of using the traffic infraction detector and the procedures for enforcement for the preceding state fiscal year. The information submitted by the counties and municipalities must include statistical data and information required by the department to complete the report required under paragraph (b).

(b) On or before December 31, 2012, and annually thereafter, the department shall provide a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use and operation of traffic infraction detectors under this section, along with the department's recommendations and any necessary legislation. The summary report must include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of the traffic safety and enforcement programs.

(5) Procedures for a hearing under this section are as follows:

(a) The department shall publish and make available electronically to each county and municipality a model Request for Hearing form to assist each local government administering this section.



(b) The charter county, noncharter county, or municipality electing to authorize traffic infraction enforcement officers to issue traffic citations under paragraph (1)(a) shall designate by resolution existing staff to serve as the clerk to the local hearing officer.

(c) Any person, herein referred to as the “petitioner,” who elects to request a hearing under paragraph (1)(b) shall be scheduled for a hearing by the clerk to the local hearing officer to appear before a local hearing officer with notice to be sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing once by submitting a written request to reschedule to the clerk to the local hearing officer, at least 5 calendar days before the day of the originally scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under paragraph (1)(b), plus \$50 in administrative costs, before the start of the hearing.

(d) All testimony at the hearing shall be under oath and shall be recorded. The local hearing officer shall take testimony from a traffic infraction enforcement officer and the petitioner, and may take testimony from others. The local hearing officer shall review the photographic or electronic images or the streaming video made available under sub-subparagraph(1)(b)1.b. Formal rules of evidence do not apply, but due process shall be observed and govern the proceedings.

(e) At the conclusion of the hearing, the local hearing officer shall determine whether a violation under this section has occurred, in which case the hearing officer shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, require the petitioner to pay the penalty previously assessed under paragraph (1)(b), and may also require the petitioner to pay county or municipal costs, not to exceed \$250. The final administrative order shall be mailed to the petitioner by first-class mail.

(f) An aggrieved party may appeal a final administrative order consistent with the process provided under s. 162.11.

**History.**—s. 5, ch. 2010-80; s. 98, ch. 2012-174; ss. 3, 74, ch. 2012-181; s. 43, ch. 2013-15; s. 5, ch. 2013-160.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager and Mayor Manny Cid  
**Subject:** Human Trafficking Awareness  
**Date:** 1/16/2018

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### **Recommendation:**

### **Background:**

Please see attached request for a Human Trafficking Awareness workshop.

### **ATTACHMENTS:**

Description

Attachment A

## Gina Inguanzo

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**From:** Joseph Sosa  
**Sent:** Wednesday, January 10, 2018 9:20 AM  
**To:** Gina Inguanzo  
**Subject:** FW: Human Trafficking Awareness

-----Original Message-----

**From:** Manny Cid  
**Sent:** Tuesday, December 12, 2017 12:39 PM  
**To:** Joseph Sosa <SosaJ@miamilakes-fl.gov>  
**Cc:** Gina Inguanzo <InguanzoG@miamilakes-fl.gov>  
**Subject:** RE: Human Trafficking Awareness

Yes, I'll place on the agenda for January. Have Michelle attending so she can speak about the event.

-----Original Message-----

**From:** Joseph Sosa  
**Sent:** Monday, December 11, 2017 10:04 AM  
**To:** Manny Cid <CidM@miamilakes-fl.gov>  
**Subject:** FW: Human Trafficking Awareness

Mr. Mayor,

Reminder for the below request , this will have to an item for the next council meeting. If so, I will ask Michelle form Lumina to change the date like 2 weeks after approval by the council.

Joseph

-----Original Message-----

**From:** Lumina Massage Inc. [mailto:luminamassage.miami@gmail.com]  
**Sent:** Tuesday, December 05, 2017 6:28 PM  
**To:** Joseph Sosa <SosaJ@miamilakes-fl.gov>  
**Subject:** Human Trafficking Awareness

Dear Joseph,

January is Human Trafficking Awareness month. As a local massage therapy business in Miami Lakes, I feel it would be an excellent time to bring this important subject to light in our community.

Wellness oriented businesses that offer legitimate and therapeutic massage are negatively affected by "massage parlors". And yet, the trend for alternative health care providers is a profession people continually seek out in Miami.

Dade County has a staggering number of human trafficking that is disturbing and detrimental to our residents. This topic affects all municipalities in the surrounding area.

As an exemplary town with its new administration, I feel Miami Lakes should take the lead in assisting with bringing this subject to the forefront.

I'm proposing a 2 hour talk and lecture platform at town hall. A variety of guests speakers will give a brief presentation on different areas of human trafficking with an option for Q&A afterwards. I would like to request Saturday January 20th as the date for this event during the early afternoon.

With so many young families with children in the community, it's vital that we do everything possible to educate regarding this matter.

I look forward to your response. Please contact me at (305)900-8285.

Best regards,  
Michelle Orchid Rodriguez, LMT



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** Bandshell Report  
**Date:** 1/16/2018

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**Background:**

Report in response to item 14B from the July 2017 Council meeting from Councilman Rodriguez regarding researching options and costs for a band shell.

**ATTACHMENTS:**

Description

**Bandshell Report**

## Bandshell Options Report

### Mobile Stage

**Stageline SL100**  
(24'X20')  
Equipment  
\$111,900.00

**\*\*When being stored dimensions are 31'9"x6'11"x11'1". Storage option MLOP.  
Two-man crew set up takes approximately 45 minutes.**



### Amphitheaters

#### **Huizenga Plaza (AutoNation Stage)**

Walkways, Landscaping (Phase 1)  
\$247,720.00

Amphitheater (Phase 2)  
\$597,480.00

Interactive Foundation (Phase 3)  
\$350,000.00

**Total**  
**\$1,195,200.00**





## Romtec Ampitheatres

### **Romtec model 3201**

\$150,000-\$200,000

Metal

\$250,000 install

**Total**

**\$450,000.00**



### **Romtec model 3350**

\$100,000-\$150,000

Steel & Fabric

\$180,000 install

**Total**

**\$355,000.00**



**Romtec model 3301**

\$70,000-\$90,000

Open Air

**Total**

**\$355,000.00**



## Recommendation and Potential Opportunities

A mobile stage is more cost efficient, but it also gives us the flexibility of moving the stage to multiple parks and locations for future events. We will need an area to store the mobile stage under cover which may be done at Optimist Park. We would also need to ensure that the Town's current fleet can transport the stage and the Town would need to plan for maintenance and operational costs.

A permanent amphitheater has an increased overall cost in construction and long-term maintenance. Some additional considerations are that the site may not be operational at all times and serves as a location for shelter for the public. The amphitheater can be multipurpose and utilized for rentals for parties and programming opportunities. Potential locations for a permanent structure can be the Miami Lakes Optimist Park and the future Par 3 Park site.

Another alternative is a hybrid amphitheater/airnasium facility. The airnasium, which has been discussed as a proposed development as part of the Miami Lakes Optimist Park redevelopment project, can be designed to serve as a multipurpose facility to host athletic activities such as basketball, volleyball, and indoor soccer, and as an amphitheater for future events.

Based on the options presented, a mobile stage or a hybrid amphitheater/airnasium facility would be Town staff's recommended options for future pursuit.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Alex Rey, Town Manager  
**Subject:** License Plate Recognition  
**Date:** 1/16/2018

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**Background:**

Please see attached Memorandum.

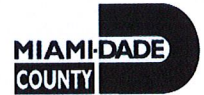
**ATTACHMENTS:**

Description

Automated License Plate Recognition Memo


State Uniform Traffic Control - Florida Statutes

# Memorandum



**Date:** January 9, 2018

**To:** Alex Rey, Town Manager  
Town of Miami Lakes

**From:** Javier I. Ruiz, Major   
Town of Miami Lakes

**Subject:** Automated License Plate Recognition Systems

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The Town of Miami Lakes Police Section is seeking funds to procure the purchase of fixed License Plate Recognition (LPR) cameras to strategically cover several key intersections throughout the Town of Miami Lakes, for purpose of enhancing crime investigations and crime prevention. Additionally, funds are being requested to purchase a Variable Message Sign (VMS) Trailer equipped with LPR cameras for use at different intersections and roadways within the Town of Miami Lakes. Throughout the United States and Florida numerous Police Department utilize the LPR cameras as a crime fighting tool to share and gather intelligence, apprehend criminal offenders and also prevent crimes. LPR cameras take photos of license plates capturing date, time and GPS coordinates of where the photo was taken. The image captured, along with the corresponding data for that image is stored in a database that can be searched only by authorized personnel. All LPR data will be safeguarded and protected in accordance with Florida Statute 316.0777. LPR cameras can be utilized for the following:

- To alert the uniform patrol and investigators to the presence of felony vehicles and wanted subjects within the Town of Miami Lakes.
- To obtain the tag number, vehicle description and direction of travel of criminal offenders and stolen vehicles.
- To search the database for vehicle information as part of a follow-up investigation.
- To assist in the identification of missing persons who are operating or traveling within a motor vehicle.

The funds will cover the expenditures for the purchase of the cameras and installation. The Miami Dade Police Department (MDPD) currently has the software licensing and infrastructure in place needed to retrieve data from operating LPR cameras utilizing the Law Enforcement Archival and Reporting Network (LEARN) and disseminate to uniform patrol via the Real Time Crime Center (RTCC). It should be noted that the ability to interface with LEARN would be a requirement to determine whether the LPR system can be purchased so that the data could be retrieved by the MDPD RTCC.

Fixed LPR units are mounted permanently at an intersection and can read up to three lanes of traffic at one time. The VMS Trailer equipped with LPR cameras can be positioned in key intersections not covered by fixed LPR cameras. The VMS trailer serves the dual purpose of improving community relations by displaying informational messages to the community as well as assisting in crime prevention.

During our research, we met with one of the companies that provides both VMS Trailer equipped with LPR cameras and Fixed LPR cameras on the LEARN server, and requested quotes regarding each of our priority intersections. The following is a breakdown of anticipated costs based on the provided quotes.

Fixed Priority Intersections:

Windmill Gate/NW 67 Avenue Northbound/Southbound

Fixed LPR Package (5 Cameras)	\$43,000.00
Camera Mounting Accessories	\$900.00
Basic Service Package including License Fee per Year (Recurring)	\$1,625.00
Installation of ALPR enclosure (2)	\$1,900.00
Start up and Commissioning	\$1,000.00
Shipping/Handling	\$500.00
Total Amount	\$48,925.00

NW 154 Street/NW 77 Avenue Eastbound

Fixed LPR Package (2 Cameras)	\$17,500.00
Camera Mounting Accessories	\$360.00
Basic Service Package including License Fee per Year (Recurring)	\$650.00
Installation of ALPR enclosure (1)	\$950.00
Start up and Commissioning	\$500.00
Shipping/Handling	\$250.00
Total Amount	\$20,210.00

SR 826 South/NW 154 Street Westbound

Fixed LPR Package (3 Cameras)	\$25,500.00
Camera Mounting Accessories	\$540.00
Basic Service Package including License Fee per Year (Recurring)	\$975.00
Installation of ALPR enclosure (1)	\$950.00
Start up and Commissioning	\$500.00
Shipping/Handling	\$250.00
Total Amount	\$28,715.00

NW 14100 Block Street/NW 87 Avenue Northbound/Southbound

Fixed LPR Package (4 Cameras)	\$35,500.00
Camera Mounting Accessories	\$720.00
Basic Service Package including License Fee per Year (Recurring)	\$1300.00
Installation of ALPR enclosure (2)	\$1900.00
Start up and Commissioning	\$1000.00
Shipping/Handling	\$500.00
Total Amount	\$40,920.00

Fixed (All Priority Intersections):

Fixed LPR Package (4 Intersections, 14 Cameras)	\$121,500.00
Camera Mounting Accessories	\$2,520.00
Basic Service Package including License Fee per Year (Recurring)	\$4,550.00
Installation of ALPR enclosure (6)	\$5,700.00
Start up and Commissioning	\$3,000.00
Shipping/Handling	\$1,500.00
Vetted Travel Cost	\$1,500.00
<b>Total Amount</b>	<b>\$140,270.00</b>

Secondary Intersections:

NW 170 Street/NW 87 Avenue Northbound/Southbound

Fixed LPR Package (4 Cameras)	\$35,500.00
Camera Mounting Accessories	\$720.00
Basic Service Package including License Fee per Year (Recurring)	\$1300.00
Installation of ALPR enclosure (2)	\$1900.00
Start up and Commissioning	\$1000.00
Shipping/Handling	\$500.00
<b>Total Amount</b>	<b>\$40,920.00</b>

NW 138 Street/NW 67 Avenue

Fixed LPR Package (4 Cameras)	\$35,000.00
Camera Mounting Accessories	\$720.00
Basic Service Package including License Fee per Year (Recurring)	\$1,300.00
Installation of ALPR enclosure (2)	\$1,900.00
Start up and Commissioning	\$1,000.00
Shipping/Handling	\$500.00
<b>Total Amount</b>	<b>\$40,420.00</b>

Fixed (All Priority and Secondary Intersections):

Fixed LPR Package (6 Intersections, 24 Cameras)	\$191,000.00
Camera Mounting Accessories	\$3,960.00
Basic Service Package including License Fee per Year (Recurring)	\$7,150.00
Installation of ALPR enclosure	\$9,500.00
Start up and Commissioning	\$5,000.00



Alex Rey, Town Manager  
January 9, 2018  
Page 4

Shipping/Handling	\$2,500.00
Vetted Travel Cost	\$1,500.00
Total Amount	<b>\$221,610.00</b>

VMS Trailer equipped with LPR cameras:

VMS Trailer equipped with LPR (2 Cameras)	\$46,590.00
License Fee per Year (Recurring)	\$650.00
Delivery Fee	\$950.00
Total Amount	<b>\$48,190.00</b>

In addition to the above listed costs, each camera enclosure within both the fixed and trailer LPR systems requires the activation of a cellular air-card at the cost of approximately \$35 recurring monthly fee per card. Additionally, the Basic Service Package including License Fee is charged per year for each camera.

# The 2017 Florida Statutes

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[Title XXIII](#)  
MOTOR VEHICLES

[Chapter 316](#)  
STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

## **316.0778 Automated license plate recognition systems; records retention.—**

(1) As used in this section, the term “automated license plate recognition system” means a system of one or more mobile or fixed high-speed cameras combined with computer algorithms to convert images of license plates into computer-readable data.

(2) In consultation with the Department of Law Enforcement, the Department of State shall establish a retention schedule for records containing images and data generated through the use of an automated license plate recognition system. The retention schedule must establish a maximum period that the records may be retained.

**History.**—s. 4, ch. 2014-216.

[Title XXIII](#)  
MOTOR VEHICLES

[Chapter 316](#)  
STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

## **316.0777 Automated license plate recognition systems; public records exemption.—**

(1) As used in this section, the term:

(a) “Active,” “criminal intelligence information,” and “criminal investigative information” have the same meanings as provided in s. [119.011](#)(3).

(b) “Agency” has the same meaning as provided in s. [119.011](#).

(c) “Automated license plate recognition system” means a system of one or more mobile or fixed high-speed cameras combined with computer algorithms to convert images of license plates into computer-readable data.

(d) “Criminal justice agency” has the same meaning as provided in s. [119.011](#).

(2) The following information held by an agency is confidential and exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution:

(a) Images and data containing or providing personal identifying information obtained through the use of an automated license plate recognition system.

(b) Personal identifying information of an individual in data generated or resulting from images obtained through the use of an automated license plate recognition system.

(3) Such information may be disclosed as follows:

(a) Any such information may be disclosed by or to a criminal justice agency in the performance of the criminal justice agency’s official duties.

(b) Any such information relating to a license plate registered to an individual may be disclosed to the individual, unless such information constitutes active criminal intelligence information or active criminal investigative information.

(4) This exemption applies to such information held by an agency before, on, or after the effective date of this exemption.

(5) This section is subject to the Open Government Sunset Review Act in accordance with s.119.15 and shall stand repealed on October 2, 2019, unless reviewed and saved from repeal through reenactment by the Legislature.

**History.**—s. 1, ch. 2014-170.



## **Town of Miami Lakes Memorandum**

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**To:** Honorable Mayor and Councilmembers  
**From:** Raul Gastesi, Town Attorney  
**Subject:** Attorney's Report  
**Date:** 1/16/2018

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### **Recommendation:**

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense. This report will highlight the active files, and a report of expenses incurred to date.

### **MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES** **(Criminal Matter)**

New bills have been received and approved in the amount of \$26,566.00, which includes work performed through the month of November 2017. Partial reimbursement will be requested from the insurance carrier.

### **GENERAL LITIGATION**

The following are current miscellaneous matters. There are several routine foreclosures currently being handled, however there are no significant expenditure to report. There are three general matters that are current, and remain from the previous month which include: that some of which include:

### **JUAN VALIENTE v. TOWN OF MIAMI LAKES:**

Currently in litigation. Matter is being handled by the Town's insurance carrier. Additional costs in the coming months are likely.

### **SANCHEZ RADIOLOGY v. TOWN OF MIAMI LAKES:**

Matter remains pending, there has been no activity. The issue in the lawsuit is expected to be moot, as they now have a certificate of occupancy.

### **LEMKE v. TOWN OF MIAMI LAKES:**

Matter is undergoing settlement negotiations. There may be some expenditure as matter is wound up