

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA

Regular Council Meeting

July 25, 2017

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

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

**Economic Development Committee
Miami Lakes Youth Center Council Report**

10. CONSENT CALENDAR:

A. Approval of Minutes

- June 6, 2017, Regular Council Meeting
- June 27, 2017, Workshop on Mailers
- June 30, 2017, Special Call Meeting
- June 30, 2017, Emergency Special Call Meeting
- July 11, 2017 Attorney-Client Executive Session
- July 11, 2017, Workshop on Committee Budget's

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH FLORIDA POWER IN LIGHT FOR THE CREATION OF A PILOT PROGRAM TO ARTISTICALLY WRAP FIVE (5) NON-THERMAL UTILITY BOXES WITHIN THE TOWN OF MIAMI LAKES, PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

C. A RESOLUTION OF THE TOWN COUNCIL OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN'S PARKS AND FACILITIES USER FEE SCHEDULE PURSUANT TO ORDINANCE 11-140 AS CODIFIED IN SECTION 18-7 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO ORDINANCE NO. 17-201, EXTENDING BY SIX (6) MONTHS, THE TEMPORARY MORATORIUM UPON ISSUANCE OF ANY DEVELOPMENT ORDERS, INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, CERTIFICATES OF USES, VARIANCES, SITE PLANS, CONDITIONAL USES, OR SPECIAL EXCEPTIONS, PERTAINING TO THE INSTALLATION OR SITTING OF ANY "TELECOMMUNICATIONS TOWERS"; AS MAY BE DEFINED BY FEDERAL LAW, OR ANY "NEW WIRELESS PERSONAL TELECOMMUNICATIONS SERVICES TOWER," "TOWER," OR "DISTRIBUTED ANTENNA SYSTEM," AS DEFINED IN ORDINANCE 17-201, OR ANY OTHER COMMUNICATIONS FACILITIES WHOLLY CONTAINED OR MOUNTED ON A SINGLE STAND ALONE TOWER, AS MAY BE CONTEMPLATED BY SECTION 337.401, FLORIDA STATUTES; SUCH MORATORIUM BEING EFFECTIVE FOR ANY PUBLIC RIGHTS-OF-WAY WITHIN THE JURISDICTION OF THE TOWN OF MIAMI LAKES, FLORIDA, AS IMPOSED BY SAID ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING THE TERMS AND THE EXECUTION OF AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY ALLOWING THE TOWN AUTHORITY TO PERFORM, INSTALL AND MAINTAIN CERTAIN TRAFFIC ENGINEERING

FUNCTIONS ON MUNICIPAL STREETS; PROVIDING FOR AUTHORITY TO EXECUTE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE. (Rey, Cid)

- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED CONTRACTS FOR RFP 2017-25 TREE TRIMMING SERVICES TO SFM SERVICES, INC. AS A PRIMARY CONTRACTOR AND BRIGHTVIEW TREE CARE SERVICES, INC. AS A SECONDARY CONTRACTOR IN AN AMOUNT NOT TO EXCEED \$1,800,000; 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 OF MIAMI LAKES, FLORIDA, AMENDING TOWN'S EMPLOYEE BONUS ORDINANCE 03-29; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 13-301, RELATING TO DEVELOPMENT APPROVAL PROCEDURES; CREATING SECTION 13-301(s), REQUIRING DEVELOPER INFORMATION SESSIONS FOR ZONING APPLICATIONS OF A SPECIFIED DENSITY/INTENSITY THAT ARE SUBJECT TO TOWN COUNCIL CONSIDERATION; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Mingo, Cid, Collazo, Daubert, Lama, Mestre & Rodriguez)**
- C. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES FLORIDA, RELATING TO ZONING NOTICE REQUIREMENTS; AMENDING SECTION 13-309, REQUIRING MAILING NOTIFICATION DISTANCES REFLECTIVE OF SCALE OF DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Cid, Lama, Collazo, Daubert, Mestre, Mingo & Rodriguez)**
- D. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; CREATING SECTION 13-799.7, PROHIBITING CANNABIS DISPENSING ORGANIZATIONS, MEDICAL MARIJUANA TREATMENT FACILITIES, AND INDEPENDENT TESTING LABORATORIES WITHIN THE TERRITORIAL JURISDICTION OF THE TOWN; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Rey)**

12. ORDINANCES-SECOND READING (PUBLIC HEARING):

- A. 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)**

13. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME, AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2017-2018; AUTHORIZING THE TOWN MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE TOWN CLERK TO SERVE THIS RESOLUTION ON THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ACCEPT GRANT FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE MIAMI LAKES CANAL BANK STABILIZATION PROJECT PHASE II IN THE AMOUNT OF \$1,000,000; AUTHORIZING THE TOWN MANAGER TO REVISE THE BUDGET APPROVED FOR FISCAL YEAR 2016-17 BY ORDINANCE NO. 16-197, AS AMENDED BY ORDINANCE NO. 17-199; REVISING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AND RATIFYING THE TERMS AND CONDITIONS OF A SETTLEMENT AGREEMENT PERTAINING TO THE FOLLOWING MATTER, TOWN OF MIAMI LAKES VS. PREFERRED GOVERNMENTAL INSURANCE TRUST (CASE NO. 2016-04682-CO-01); AND PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AND RATIFYING THE TERMS AND CONDITIONS OF A SETTLEMENT AGREEMENT AND RELEASE PERTAINING TO THE FOLLOWING MATTERS: ·F71-1, LLC AND F69-1, LLC V. TOWN OF MIAMI LAKES (CASE NO.: 2016-015279-CA-01); F71-1, LLC V. CEASAR MESTRE (CASE NO.: 2017-006866-CA-01); F71- 1,**

LLC V. MANNY CID (CASE NO.: 2017-006887-CA-01); F71-1, LLC V. TIM DAUBERT (CASE NO.: 2017- 006885-CA-01); F71-1, LLC V. TONY LAMA (CASE NO.: 2017-006891-CA-01); F71-1, LLC V. FRANK MINGO (CASE NO.: 2017-006892-CA-01; AND F71-1, LLC V. NELSON RODRIGUEZ (CASE NO.: 2017-006900- CA-01); AND PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE

14. NEW BUSINESS:

A. RV/Boat Storage Facility(Cid)

***This item was deferred from the June 6, 2017 Regular Council Meeting.**

B. Band Shell (Rodriguez)

C. Transfer of Travel Funds (Daubert)

D. Speed Calming Devices (Mestre)

E. Date of Special Election (Collazo)

F. Town Center District (Cid)

G. Transfer of Travel Funds (Rodriguez)

H. Purple Heart Town (Daubert)

I. Site Plan Approval for any Structure Exceeding Four Stories (Collazo)

J. Police Civil Citations (Cid)

K. Build Out of Miami Lakes Optimist Park (Daubert)

15. MAYOR AND COUNCILMEMBER REPORTS:

A. Opa Locka Airport (Rodriguez, Cid)

B. Intention to Nominate

16. MANAGER'S REPORT:

A. On-Demand Services

B. Commercial Outdoor Fee-Based Instructional Activity License and Use Policy

17. ATTORNEY'S REPORT:

A. Attorney 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 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

To: Honorable Mayor and Councilmembers
From: Economic Development Committee
Subject: Economic Development Committee
Date: 7/25/2017

Recommendation:

Attached please see the report.

ATTACHMENTS:

Description

EDC Semi Annual Report 2017



**Economic Development Committee
Semi-Annual Report to Council
May 16, 2017**

Members:

Name	Committee Position	Nominated by:
Michael Huffaker	Chair	Tim Daubert
Yefrei Musa	Vice Chair	Manny Cid
Andrea Rechichi	Secretary	Ceasar 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	Ceasar 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 pleased 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 represents the activities of the committee from November 2016 to the present:

1) Completed Activities/Events

a) Business Survey

In order to better identify the needs and expectations of the business community, we distributed a survey to all businesses registered with the Town. We had 40 businesses respond that represent a cross-section of our business community including geographic distribution, size, years in service, industry type, etc. The most requested assistance from the respondents (40%) was Networking Events. The category of Workshops/Forums finished with only 7.5% seeking this assistance from the Town.

In response to the survey, the Economic Development Committee has scheduled a networking event for Thursday, June 1 at the recently renovated Shula's 2 on Main Street. The Committee is also reevaluating future Workshops/Forums in light of the survey results.

Since several respondents indicated a keen interest in addressing transportation issues, the Committee decided to get more informed on this topic. At the April 18 meeting of the Economic Development Committee, we hosted the Town's Transportation Planner, Michelle Gonzalez, for a preview of future transportation initiatives that could impact the business community.

b) Business Workshops

- November 26 – Small Business Saturday, Main Street in conjunction with the annual Festival of Lights
- February 23 – Crowdfunding, Town Hall Council Chambers, Cosponsored by the Miami-Dade Beacon Council, the Small Business Administration (SBA), and MICROscholarships Inc., the workshop was moderated by Sheri Colas-Gervais of the Beacon Council.
- April 22 – Youth Job Fair, Mary Collins Community Center

c) Tracking the Miami Lakes Marketing Campaign

2) Planned Activities/Events

a) SCORE Office Hours and Consulting

- May 19 – Town Hall Council Chambers
- The Town and its Economic Development Committee in partnership with SCORE Miami will be hosting a workshop and a series of one-on-one consulting sessions aimed at educating our local business community of the many resources available to them.

- SCORE is a nonprofit association dedicated to helping small businesses start, grow, and succeed nationwide. SCORE is a resource partner with the U.S. Small Business Administration (SBA), and has been mentoring small business owners for more than fifty years

b) Networking Events

- June 1 – Shula’s 2 on Main Street
- Future events to be scheduled

c) ICSC Convention

- August 27-29, Orange County Convention Center, Orlando
- Space reserved
- Marketing materials being ordered and collected
- Two Town representatives to attend

d) Small Business Saturday

- November 2017
- Planning underway

e) Farmers Market

- Will consider participating when the Market re-starts in the fall

f) American Airlines Ad

- The Committee voted to secure an ad in the American Airlines inflight publication

3) Ongoing Activities/Events

a) Welcoming New Businesses

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.

The Committee has begun to more closely track contacts with new businesses and will have a better tabulation of results for our next semi-annual report.

b) Web Site Activities

- www.MiamiLakesMarketplace.com : The Marketplace which is available on both the website and the new Mobile App offer all Miami Lakes business a FREE site to showcase their business. Each business can include photos of their merchandise, service or menu items, upcoming events, coupons and even job opportunities.

- As of November 2016 the site has had over 29,178 visitors and lists 1,172 of the Town's businesses. To date, we have had over 34,987 visitors. That's an increase of almost 6,000 more visitors since our last report.
- www.Miamilakes-fl.gov/properties: The Property Search Portal on the Town's website is also available on the mobile app. This Portal allows Commercial Realtors and Brokers to show their listings of commercial properties for sale or lease. The Portal also offers demographic details which are key indicators for businesses when looking to relocate or expand. This is a great tool for prospective business owners to research what properties are available in Miami Lakes.
 - As of November 2016 the site has had over 11,600 visitors and lists 60 of the Town's available commercial properties. To date, we have had 14,877; an increase of over 3,000 more visitors since our last report.
- www.miamilakes-fl.gov/bizresources: The Business Resource Page on the Town's website was designed to showcase the opportunities provided by the Town to local businesses including, steps on how to open a business, Grand Opening ceremonies with elected officials, sponsorship opportunities for Town local events, and the local business preference program.
 - Last November, this page had 2,371 views, and to date it's up to 3,635 views.

For the remainder of 2017, 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

To: Honorable Mayor and Councilmembers
From: Miami Lakes Youth Center Council
Subject: Miami Lakes Youth Center Council Report
Date: 7/25/2017

Recommendation:

Please see the attached report.

ATTACHMENTS:

Description

Miami Lakes Youth Center Council



Miami Lakes Youth Center (the “Spot”) Council Report to the Town Council From December 1st, 2016 through July 25th, 2017

Report Date: July 25, 2017

Respectfully submitted on behalf of the Miami Lakes Youth Center Council by David Turino, Chairperson on this day, 25 of July 2017.

The Spot:

Located at 6075 Miami Lakes Drive, is 4,000 square foot facility with multipurpose activity rooms, a classroom area for after school educational programs and tutoring, and an outdoor patio area with a half basketball court and a new state of the art playground.

The Spot offers many amenities including: Study Area, Game Room, Flat Screen Television, Microsoft Xbox One Console, Insignia Flex Tablets 8G, Amazon Kindles, Billiard Table, Table Tennis, Open Patio, 1/2 Basketball Court, and free Wi-Fi access.

December 2016 - July 2017 Highlights:

Supervised, weekly events and activities are offered at the Spot. These include, among various others: (i) Team Building Activities, (ii) Seminars, (iii) Workshops, and (iv) Other quality educational, fun, and engaging activities and events. A representative sample of events at the Spot include:

- Rock Star 101
 - Participants formed mini “rock bands” and were encouraged to go outside their comfort zone to perform in front of each other and build confidence. This was an amazing success.

- Code Explorers
 - Participants were exposed to Code Explorers where they were given a crash course on coding. This was so successful that the Spot has received several requests for weekly coding classes!



- Healthy Eating Workshop
 - A certified nutritionist put on a Healthy Eating Workshop for our Town's youth on a Saturday morning. This event, which was a big success, included packet handouts and free samples for the participants. I
- Deering Estate Field Trip
 - We explored Biscayne Bay's aquatic life and caught fish, shrimp, crabs and puffer fish while learning about the marine life living in the sea grass.



Our community service events have been excellent. With 3 events so far in 2017, our community's youth has accumulated 325 community service hours! Community service events during the period comprised of:

- Park Clean Up
 - 45 volunteers met at the Youth Center and were taken to various parks around Town on the Town's 'Moover' buses.



- Feeding South Florida
 - 26 volunteers participated in the Feeding South Florida event where we sorted food to be distributed to those in need. More than 25,000 meals were sorted that Saturday afternoon!



- Beach Clean-up
 - 20 volunteers participated in the Frost Museum of Science beach clean-up and a tour of native plants and wildlife. Several pounds of trash and invasive plants growing in the area were successfully removed.

Participation:

- Participant count continues to increase. Monthly program participation has ranged from 24 participants during the month of December of 2016 to 78 participants during the month of June of 2017. The average monthly program participation during the period of this report was 38 participants.

Current Areas of Focus:

- The overall goal is to make the Spot's offerings available to as many of the Town's residents as possible.
- The Spot's council believes that increased awareness (of the Spot's offerings) will result in increased attendance (as it appears that the general populous is not fully aware of the Spot's wonderful offerings).
- To maintain and increase awareness, we recommend:
 - Continued local media advertisement (i.e. The Miami Laker newspaper)
 - Continued work on establishing liaisons with local schools (i.e. MLK-8 Center)

Youth Center's Council Members:

Member Name	Council Position	School Represented
David Turino	Chairperson	School for Advanced Studies
Gabriela Perez-Robles	Vice Chairperson	Monsignor Edward Pace
Vanessa Perez-Robles	Secretary	Monsignor Edward Pace
Savannah Hernandez	Marketing & Recruitment	Miami Lakes K-8 Center
Daniella Brunetti	Research & Planning	Mater Lakes Academy
Gabriela Brunetti	Member	Mater Lakes Academy
Ryan Campos	Member	Barbara Goleman High
Mia Concepcion	Member	Miami Lakes K-8 Center
Katerina Sliwinski	Member	Miami Lakes K-8 Center
Ariana Rejas	Member	Terra Environmental High

The Youth Council recently voted in three new members that have been sworn in!

Member Name	Council Position	School Represented
Julianna Ines Correa	Member	Miami Lakes K-8
Christina Gonzalez	Member	Bob Graham Educational Center
Michael Turino	Member	Barbara Goleman High

Closing Comments:

The Spot's Council continues to work hard on selecting and implementing quality events which are fun, educational and add value to the Town's youth and residents.

Through this involvement, the Spot's Council members may pursue their civic interests by volunteering their time while learning valuable skills in the areas of: time management and organization, public speaking, team building and collaboration, participation in a democratic process, etc.

It has been my honor to serve on the Spot's Council and would like to take the opportunity to thank the Mayor and the Town's Council Members for the Spot. I feel that our community is privileged to have such a special place where youth can enjoy, learn, and just be kids in a safe and beautiful environment.

Respectfully, David Turino, Chair, for the Youth Center's Council.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Gina M. Inganzo, Town Clerk
Subject: Approval of Minutes
Date: 7/25/2017

Recommendation:

Approval of Minutes

- June 6, 2017, Regular Council Meeting
- June 27, 2017, Workshop on Mailers
- June 30, 2017, Special Call Meeting
- June 30, 2017, Emergency Special Call Meeting
- July 11, 2017 Attorney-Client Executive Session
- July 11, 2017, Workshop on Committee Budget's

ATTACHMENTS:

Description

June 6 2017 Regular Council Meeting Minutes

June 27 2017 Notice Mailers and Town Hall Meeting for Developers Workshop Minutes

June 30 2017 Special Call Meeting Minutes

June 30 2017 Emergency Special Call Meeting Minutes

July 11 2017 Attorney-Client Executive Session Minutes

July 11 2017 Committee Budget Workshop Minutes

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

1. CALL TO ORDER:

Councilmember Mestre called the meeting to order at 6:34 p.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Luis Collazo, Tim Daubert, Cesar Mestre, Frank Mingo and Nelson Rodriguez. Vice Mayor Lama skyped into the meeting at 7:02 p.m. and Mayor Cid arrived at 7:30 p.m.

3. MOMENT OF SILENCE:

Invocation was led by Pastor Al Pino from Palm Vista Church.

4. PLEDGE OF ALLEGIANCE:

Councilmember Mingo led the Pledge of Allegiance.

5. SPECIAL PRESENTATIONS:

There were no special presentations for the month of June.

6. PUBLIC COMMENTS:

Mirtha Mendez came before the Town Council to speak against the amount of information added into the agenda for the council meeting of June.

Juan Valiente came before the Town Council asking to speak during the Quasi-Judicial item on the Lucida project.

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

Councilmember Rodriguez moved up item 13B to be discussed after Consent Agenda. Councilmember Mingo pulled item 10B to be discussed before the Consent Agenda. On behalf of the Mayor, Alex Rey, deferred item 13A to the July council meeting. Councilmember Mestre moved up items, to be discussed in order; 14B, 15A, and 12E to after item 13B. Councilmember Collazo motioned to approve the New Order of Business, Councilmember Rodriguez seconded the motion and all were in favor.

8. APPOINTMENTS:

Sandra Lozano was appointed to the Cultural Affairs Committee, nominated by Councilmember Daubert.

Michael Turino was appointed to the Youth Activities Task Force, nominated by Vice Mayor Lama.

9. COMMITTEE REPORTS:

There were no committee reports for the month of June.

10. CONSENT CALENDAR:

Councilmember Daubert moved to approve all items on the Consent Calendar. Councilmember Mingo seconded the motion and all were in favor.

A. Approval of Minutes:

- June 6, 2017 Regular Council Meeting

Approved on Consent.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, SUPPORTING THE ADOPTION OF A LINE ITEM BUDGET BY THE STATE OF FLORIDA TO FUND THE STUDY OF ROCK MINING BLASTS PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey, Mingo)

Councilmember Mingo moved to withdraw item 10B, a resolution that stated the support of the adoption of a line item budget to fund the study of rock mining blasts; Councilmember Collazo seconded the motion and all were in favor. Councilmember Mingo and Councilmember Rodriguez discussed that item 10B had been already approved by Governor Scott and so is the reason for withdrawing item 10B.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE THE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY, RELATED TO PERMIT NO FL 000003-00, 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; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.(Rey)

Approved on Consent.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, SUPPORTING THE IMPLEMENTATION OF ACTIVE DESIGN MIAMI: DESIGN AND POLICY STRATEGIES FOR HEALTHIER COMMUNITIES AS DEVELOPED BY THE MIAMI CENTER FOR ARCHITECTURE AND DESIGN (MCAD); SUPPORTING STAFF'S EFFORTS TO INCORPORATE STRATEGIES INTO PLANNING FUNCTIONS WERE FEASIBLE; 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 AWARD OF CONTRACT FOR RFP 2017-44, DEBRIS MANAGEMENT SERVICES TO ASHBRIIT, INC.; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; 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 CONTRACT FOR RFP 2017 - 45, DISASTER DEBRIS MONITORING SERVICES TO WITT O'BRIEN LLC.; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING CONTRACT FOR REQUEST FOR PROPOSAL (RFP) 2017-22 FOR CONSTRUCTION SERVICES FOR THE LAKE SARAH ROADWAY AND DRAINAGE IMPROVEMENTS PHASE I, II AND III, TO ACOSTA TRACTORS INC. IN AN AMOUNT NOT TO EXCEED \$2,000,000; 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.

- H. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ISSUE A WORK ORDER TO A.D.A. ENGINEERING UNDER CONTRACT 2015 – 72; AUTHORIZING THE TOWN MANAGER TO EXPEND CONTINGENT FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

11. ORDINANCES- SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE TOWN'S COMPREHENSIVE PLAN; REDESIGNATING A 9.445 +/-ACRE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARLY DESCRIBED AT EXHIBIT "A", FROM THE INDUSTRIAL AND OFFICE CATEGORY, TO THE MEDIUM-HIGH DENSITY RESIDENTIAL CATEGORY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR DIRECTION TO THE ADMINISTRATIVE OFFICIAL; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.
The Town Clerk swore in anyone wishing to speak.

Darby Del Salle, Director of Planning, presented item 11A and answered questions posed by the Town Council.

Councilmembers submitted their disclosures into the record.

Robert Elias, on behalf of the applicant, presented the item and answered questions posed by the Town Council.

Luis Martinez, on behalf of the Graham Companies, presented a PowerPoint presentation on The Residences at Governors Square and answered questions posed by the Town Council.

Mayor Cid opened the public hearing.

The Town Clerk, Gina Inguanzo, read written public comments, pertaining to items 11A, 11B, and 12B, 12C and 12D, into the record.

There being no one wishing to speak, Mayor Cid closed the public hearing.

Councilmember Mestre moved to approve item 11A. Councilmember Mingo seconded the motion. The Town Clerk called roll and the motion passed unanimously.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; AMENDING THE OFFICIAL ZONING MAP TO REZONE A 9.445 +/-ACRE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARLY DESCRIBED AT ATTACHMENT “A”, FROM THE IU-C, INDUSTRIAL DISTRICT, CONDITIONAL, TO THE RM-36, MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR DIRECTION TO THE ADMINISTRATIVE OFFICIAL; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

This item was read along with items 11A, 11B, 12B, 12C, and 12D.

Councilmember Mestre moved to approve item 11B. Vice Mayor Lama seconded the motion. Town Clerk called roll and the motion passed unanimously.

12. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO VARIANCE FROM SECTION 13-565(h) REDUCING THE REQUIRED AMOUNT OF OPEN SPACE, AND VARIANCES FROM SECTION 13-565(c) REDUCING REQUIRED SETBACKS AND BUILDING SPACING; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR SITE PLAN APPROVAL; ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 15800 NW 77TH COURT, AS PROVIDED AT EXHIBIT “A”, MIAMI LAKES, FLORIDA, FOLIO NO. 32-2015-044-0010, AS DESCRIBED AT EXHIBIT “B”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

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

Councilmembers submitted their disclosures into the record and to the Town Clerk.

The Town Clerk swore anyone wishing to speak.

Darby Del Salle, Director of Planning, presented item 12A and answered questions posed by the Town Council.

Roberto Alonso, on behalf of the applicant, presented item 12A and answered questions posed by the Town Council.

Mayor Cid opened the public hearing.

Juan Valiente came before the Town Council to speak on traffic concerns that may be brought upon the Town caused by the upcoming Lucida project.

Marques Gutierrez came before the Town Council to also speak on traffic concerns that may be caused by the upcoming project. He stated that the project does not feel consistent to the current development at the Town of Miami Lakes.

Claudia Luces came before the Town Council to speak about her concern regarding the construction crew and their proximity to children. She suggested that all construction crew members be screened prior to working onsite.

The Town Clerk, Gina Inguanzo, read into the record all written public comments that were submitted to the Clerk’s office via email.

Luis Formosa, architect for the Lucida project, answered the concern of resident Claudia Luces regarding the construction crews background. Mr. Formosa stated that typically, the project manager and superintendent of the project will be onsite; all crew members will be screened as well.

There being no one else wishing to speak, Mayor Cid closed the public hearing.

The Town Attorney, Raul Gastesi, read the variances into the record.

Councilmember Daubert moved to approve the variances presented on item 12A. Councilmember Mestre seconded the motion. The Town Clerk called the roll and item 12A passed, 6-1, with Mayor Cid in opposition.

Councilmember Daubert made a motion to amend the date of the site plan to July 1st, 2019. The motion was seconded by Councilmember Mestre. The Town Clerk called roll and the motion passed, 4-3, with Mayor Cid, Councilmembers Collazo and Rodriguez in opposition.

Councilmember Daubert made a motion to approve the site plan and Vice Mayor Lama seconded the motion. The Town Clerk called the roll and the motion passed, 6-1, with Mayor Cid in opposition.

Councilmember Mestre made a motion to approve the Resolution and it was seconded by Councilmember Daubert. The Clerk called the roll and the motion passed 6-1, with Mayor Cid voting in opposition.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN APPROVAL AS PROVIDED AT EXHIBIT "A"; FOR THE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARLY DESCRIBED AT EXHIBIT "B", BEARING FOLIO NOS. 32-2022-008-0013, 32-2022-001-0220, AND 32-2022-001-0230; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR VIOLATION OF CONDITIONS, PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)

This item was discussed along with items 11A, 11B, 12C, and 12D.

Councilmember Rodriguez moved to approve item 12B for a site plan approval and Councilmember Mingo 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 A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(3) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A FINAL PLAT ENTITLED "GOVERNORS SQUARE SENIOR COMMUNITY", AS ATTACHED AT EXHIBIT "A", SUBMITTED FOR THE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARLY DESCRIBED AT EXHIBIT "B", BEARING FOLIO NOS. 32-2022-008-0013, 32-2022-001-0220, AND 32-2022-001-0230, MIAMI LAKES, FLORIDA, IN THE IU-C ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR APPROVAL;

PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS;
PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

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

Luis Martinez, on behalf of the applicant, presented the item on Governors Square Senior Community center and answered questions posed by the Town Council.

Councilmember Collazo moved to approve item 12C and Councilmember Mingo seconded the motion. The Town Clerk called the roll and the motion passed unanimously.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES (TOWN) LAND DEVELOPMENT CODE (LDC); PERTAINING TO A VARIANCE FROM SECTION 13-1801(f)(7) OF THE TOWN'S LDC, REDUCING THE REQUIRED AMOUNT OF PARKING SPACES FROM 109 TO 97; PURSUANT TO 13-303 OF THE TOWN'S LDC, TO ESTABLISH AN ASSISTED LIVING FACILITY (ALF) AND SKILLED NURSING FACILITY (SNF), AND PURSUANT TO SECTION 13-304(h) OF THE TOWN'S LDC FOR A SITE PLAN APPROVAL, ALL OF WHICH ARE PROVIDED AT EXHIBIT "A", SITE PLAN; FOR THE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARLY DESCRIBED AT EXHIBIT "B", BEARING FOLIO NOS. 32-2022-008-0013, 32-2022-001-0220, AND 32-2022-001-0230; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR VIOLATION OF CONDITIONS, PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey).

Todd Anthony, architect of the Assisted Living Facility, presented the item and answered questions posed by the Town Council.

Councilmember Collazo moved to approve the variance on item 11D and Councilmember Mestre seconded the motion.

Councilmember Daubert motioned to reopen the public hearing. Councilmember Collazo seconded the motion and all were in favor.

Luis Martinez, on behalf of the applicant, answered a question posed by Council pertaining to the size of impact the current projects will pose on the Town of Miami Lakes and traffic concerns.

There being no one else wishing to speak, Mayor Cid closed the public hearing.

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

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING AND TRANSMITTING TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, PURSUANT TO MIAMI-DADE COUNTY ORDINANCE NO. 16-138, THE CITY'S LEGISLATIVE FINDINGS REGARDING THE

PRACTICALITY OF PROVIDING WORKFORCE HOUSING WITHIN THE CITY'S TERRITORIAL JURISDICTION, AND TRANSMITTING TO THE COUNTY THE CITY'S INTENT TO DEVELOP ITS OWN VOLUNTARY WORKFORCE HOUSING DEVELOPMENT PROGRAM RELIANT ON THE CITY'S LEGISLATIVE FINDINGS; PROVIDING FOR AN INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE (Rey/Gastesi).

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

The Town Manager, Alex Rey, explained the resolution to the Town Council stating that Miami-Dade County passed an Ordinance that not only establishes county wide workforce housing program but also provides an option for municipalities to exempt themselves by developing an individual workforce housing program that better suits the town and is equal to what the county puts in place. The Town Manager advised developing the Town's own workforce housing program to obtain more control over it. After some discussion and questions posed by the Town Council. Councilmember Rodriguez made a motion to approve the resolution. Councilmember Mingo seconded the motion and the motion passed, 5-2, with Councilmember Daubert in opposition and Mayor Cid being absent.

13. NEW BUSINESS:

A. RV/Boat Storage Facility (Cid)

This item was deferred to the July 25th Regular Council Meeting.

B. Miami Dade County SMART Transit Plan (Rodriguez)

On behalf of the Miami Transportation Planning Organization, Mr. Wilson Fernandez, presented a video and PowerPoint presentation to the Council on the SMART Transit Plan. Councilmember Rodriguez made a motion to support the SMART Transit Plan at the TPO and Councilmember Daubert seconded the motion. After some discussion, Councilmember Rodriguez amended the motion to state that a line be or connection in Miami Lakes as the Transit Plan moves along. Councilmember Mingo seconded the motion and the motion passed, 6-1, with Mayor Cid being absent.

Vice Mayor Lama joined the meeting at 7:02 p.m.

14. MANAGERS REPORT:

A. Facebook Live Series

The Town Manager, Alex Rey, discussed the successful outcome of incorporating Facebook Live into the events occurring at the Town and so, has created a strategy to the series. The strategy envisioned is to upgrade the equipment used for Facebook Live and for the purchase of the new equipment to be less than \$2,000. This funding would come from the IT budget, for Facebook Live to take place one every two weeks and for staff to work with the Mayor on keeping him informed about new businesses and new

programs and for the Town Council to be aware of when these events are taking place, so that the Town Council can use it as a tool to communicate better with the community.

B. Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Year (FY) 2018-2020.

The Town Manager, Alex Rey, informed the council of a letter the Town received from the County relating to a Federal Program on housing and urban development. The letter asked the Town of Miami Lakes whether it consider submitting the Town's population and geographical area to the grant program. The Town Manager then explained that through this program, the Town is eligible to request some recipient grants through Miami Dade County; he also stated to note that the Town would be competing against much more severely depressed areas in the County. The letter requested that a determination whether the Town intends to participate be submitted by June 12th, if the Council approves, July 16th would require a formal agreement with the County. Councilmember Mingo suggested combining with other municipalities to receive grants. Councilmember Daubert made a motion to approve item 14B. Councilmember Rodriguez seconded the motion and all were in favor, with Mayor Cid being absent during roll call.

Councilmember Mestre called for a recess at 7:20 pm.

Mayor Cid called the meeting to order at 7:28 pm. The Town Clerk called the roll and all the councilmember were present. Vice Mayor Lama was present via skype.

15. ATTORNEY'S REPORT:

A. Pending Litigation

The Town Attorney, Raul Gastesi, stated that the third District Court of Appeal ruled against the former and now the Town of Miami Lakes is back in litigation. He stated that the former Mayor's deposition is set for July 13th to answer all questions concerning the Town. Mr. Gastesi also said that he will be calling for an Executive Session before the next regular council meeting on July 25th to discuss both cases.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 10:00 p.m.

Approved on this 25th day of July 2017.

Attest:

Manny Cid, Mayor

Gina M. Inganzo, Town Clerk

MINUTES
Notice Mailers
and
Town Hall Meeting for Developers Workshop
June 27, 2017
5:30 P.M.
Council Chambers
6601 Main Street
Miami Lakes, FL 33014

1. CALL TO ORDER:

The Mayor meeting began at 5:41 p.m.

Present at the workshop were: Mayor Manny Cid, Councilmember Ceasar Mestre and Councilmember Nelson Rodriguez. Councilmember Luis Collazo arrived at 5:47 p.m. Councilmember Tim Daubert, Frank Mingo, and Vice Mayor Lama were absent.

2. MOMENT OF SILENCE:

Hope Reynolds led the invocation.

3. PLEDGE OF ALLEGIANCE:

Lorenzo Cobiella led the Pledge of Allegiance.

4. PUBLIC COMMENTS:

Michael Salem spoke before the Town Council regarding certain allegations that were written on a letter he submitted to the Deputy Clerk. He also expressed his opinion regarding the long process of the committee background check when he applied to the Elderly Affairs Committee.

Juan Valiente spoke before the Town Council on the Lucida project. He stated that the project was not properly made available to the residents and therefore not informed about the project.

Abel Fernandez spoke before the Town Council regarding his concern with the Lucida project. He also questioned the rumors of a lawsuit against the Town regarding zones and variances for development projects.

5. ITEMS FOR DISCUSSION:

A. Notice Mailers & Radius and Developer Information Sessions

Darby del Salle, Planning Director, presented item 5A and answered questions posed by the Town Council.

Discussed were the notice requirements that would be needed following the decision to host a Town Workshop. The notice mailers would be sent to residents that are directly affected by location. During development, Developer Information Sessions would allow residents to become informed on such developments and residents would be able to voice their concerns. The Town Council discussed proper locations for the sessions such as project sites and whether developers will contribute to the costs. Councilmember Collazo suggested having a representative for the Mayor and for the Town Council at the information sessions.

B. Intention to Nominate

Mayor Cid presented his intention to nominate Ms. Marilyn Ruano to the seat of Vice Mayor Lama following his resignation.

6. ADJOURNMENT:

There being no further business to come before the Council, the workshop adjourned at 8:35 p.m.

Approved on this 25th day of July 2017.

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Special Call Meeting
June 30, 2017
8:30 A.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Cid called the meeting to order at 8:30 a.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Luis Collazo, Frank Mingo, Ceasar Mestre, Nelson Rodriguez, and Mayor Manny Cid. Councilmember Daubert and Vice Mayor Tony Lama were absent.

3. PLEDGE OF ALLEGIANCE:

Councilmember Luis Collazo led the Pledge of Allegiance.

4. MOMENT OF SILENCE:

Councilmember Nelson Rodriguez gave the invocation.

5. ITEMS FOR DISCUSSION:

The Town Attorney, Raul Gastesi, requested to have an Attorney-Client Executive Session in the referenced matters on July 11th, 2017 at 4:00 p.m. All the Councilmembers were in favor.

6. ADJOURMENT:

There being no further business to come before the Council, the meeting adjourned at 8:43 a.m.

Approved this 25th day of July 2017.

Manny Cid
Mayor

Attest:

Gina M. Inguanzo
Town Clerk

MINUTES
Emergency Special Call Meeting
June 30, 2017
8:45 A.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Cid called the meeting to order at 8:45 a.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Luis Collazo, Frank Mingo, Ceasar Mestre, Nelson Rodriguez, and Mayor Manny Cid. Vice Mayor Tony Lama and Councilmember Daubert were absent.

3. PLEDGE OF ALLEGIANCE:

Councilmember Frank Mingo led the Pledge of Allegiance

4. MOMENT OF SILENCE:

Councilmember Ceasar Mestre led the Invocation

5. PUBLIC COMMENTS:

There were no public comments.

6. ITEMS FOR DISCUSSION:

A. Opa Locka Resolution

The Town Manager, Alex Rey explained the Opa-Locka Resolution and answered questions posed by the Council.

Mayor Cid made a motion requesting that a letter be drafted by staff and sent out on later today, stating the Town's opposition to the expansion of the Opa-Locka Airport and that the Town of Miami Lakes wants to be part of the discussions held regarding the report. He stated that the expansion would potentially create more air traffic and affect the quality of life for Miami Lakes residents. The Mayor requested that such letter be sent out before the end of business day to Commissioner Heyman. Mayor Cid and the Town Council discussed attending the Board of County

Commissioners meeting on July 6th to attend the discussion on the Opa-Locka Airport Resolution.
Councilmember Mestre seconded the motion and all were in favor.

7. ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 9:00 a.m.

Approved this 25th day of July 2017.

Manny Cid
Mayor

Attest:

Gina M. Inganzo,
Town Clerk

MINUTES
June 27, 2017
Attorney-Client Executive Session
July 11, 2017
4:00 P.M.
Council Chambers
6601 Main Street
Miami Lakes, FL 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 4:10 p.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll and the following Councilmembers were present: Luis Collazo, Ceasar Mestre, Frank Mingo, Nelson Rodriguez and Mayor Manny Cid. Vice Mayor Lama and Tim Daubert were absent.

3. MOMENT OF SILENCE:

Town Attorney, Raul Gastesi, led the invocation.

4. PLEDGE OF ALLEGIANCE:

Councilmember Frank Mingo led the Pledge of Allegiance.

5. PUBLIC COMMENTS:

No public comments.

6. RECESS OF THE PUBLIC MEETING AND BEGINNING OF THE CLOSED EXECUTIVE ATTORNEY-CLIENT SESSION:

Mayor Manny Cid announced that the council was going into a closed Attorney-Client Executive Session, pursuant to Section 286.011(8) of the Florida Statutes, to discuss strategy related to litigation expenditures and/or settlement negotiations in the following case:

**F-71, LLC and F-69, LLC vs the Town of Miami Lakes Case Number 2016-015279
CA (01)**

Mayor Manny Cid announced that the Florida Statute Section 286.001(8) provides an exemption from public meetings law in order to allow the Town Council to conduct a closed session to discuss litigation expenditures and /or settlement negotiations. Mayor Cid explained that this session will be recorded by a court reporter and that the transcript will be filed with the Town Clerk and it will remain sealed until the conclusion of the litigation. When the litigation has concluded, the transcript becomes public record and can be requested by anyone. This attorney-client session is estimated to last two hours. The names of those individuals attending today's Attorney-Client Executive Session are: Mayor Cid, Town Councilmembers Luis Collazo, Ceasar Mestre, Frank Mingo, and Nelson Rodriguez, Town Manager Alex Rey; Town Attorneys Raul Gastesi, Jr., Esq. and Lorenzo Cobiella, Esq. of Gastesi & Associates, P.A.; Matthew T. Ramenda, Esq. of Weiss Serota Helfman Cole & Bierman, P.L., and a Court Reporter.

Once the names of the individuals present and attending the Attorney-Client Executive Session were read, only the individual's whose name were read, left the Council Chambers and moved to the Community Conference Room to initiate the closed session.

Following the closed session and termination of the Executive Attorney-Client Session, the Town Council returned to the Council Chambers and reconvened in open session.

Mayor Manny Cid reopened the public meeting and stated for the record that the private Attorney-Client Executive Session had concluded. No motions were made.

The Town Attorney, Raul Gastesi, stated that he requested another Attorney-Client Executive Session to take place before July 25th, 2017.

7. ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 4:55 pm p.m.

Approved on this 25th day of July 2017.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Committee Budget
Workshop
July 11, 2017
6:00 P.M.
Council Chambers
6601 Main Street
Miami Lakes, FL 33014

1. CALL TO ORDER:

The Mayor meeting began at 6:11 p.m.

Present at the workshop were: Mayor Manny Cid, Vice Mayor Tony Lama, Councilmember Ceasar Mestre, Councilmember Nelson Rodriguez, Councilmember Luis Collazo. Councilmembers Tim Daubert and Frank Mingo were absent.

2. MOMENT OF SILENCE:

Robert Santiago from Public Safety Committee led the invocation.

3. PLEDGE OF ALLEGIANCE:

Councilmember Rodriguez the Pledge of Allegiance.

4. PUBLIC COMMENTS:

There were no public comments.

5. ITEMS FOR DISCUSSION:

A. Proposed Committee Budgets for FY 2017-2018

Alex Rey, Town Manager, discussed the opportunity for Committee Chairs to present their proposed fiscal budget for the following year. Chairs from their respective Committees whom spoke before the Council to present their proposed budgets for FY 2017-2018, were as follows: Michael Huffacker from the Economic Development Committee, Neill Robinson from the Cultural Affairs Committee, Claudia Luces from the Education Advisory Board Committee, Alexandra Alonso from the Elderly Affairs Committee, Juan Carlos Fernandez from the Neighborhood Improvement Committee, Robert Santiago from the Public Safety Committee, Gary Cardenas from the Veterans Committee, and Lynn Matos from Youth Activities Task Force.

6. ADJOURNMENT:

There being no further business to come before the Council, the workshop adjourned at 7:37 P.M.

Approved on this 25th day of July 2017.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: FPL Utility Box Wrap Pilot Program
Date: 7/25/2017

Recommendation:

It is recommended the Town Council authorize an agreement with Florida Power and Light, *see attached, sample agreement with Miami-Dade County*, for a pilot program to artistically wrap 5-10 non-thermal utility boxes within the Town, and authorize the reallocation of \$10,000 from the contingency to implement this pilot program.

Background:

One of the recommendations from the Town's Beautification Master Plan was to address the Florida Power and Light (FPL) utility boxes that are adjacent to main traffic thoroughfares and public facilities and take away from the Town's beauty by wrapping them or screening them from view.

The goal of this pilot program is to reduce blight along the corridors by transforming utility boxes into a piece of art. This beautification effort will enhance the experience of all those driving by, visitors and residents alike, and is intended to help to prevent vandalization of boxes. In addition, the program can serve as a marketing tool and stimulate community engagement.

Several cities including Fort Lauderdale and Pompano, in addition to District 11 in Miami-Dade County, have participated in similar pilot programs to bring art to public places, and attack blight in their communities.

During the pilot phase, we will wrap 10 boxes in locations throughout the Town. We will target the main corridors, and will aim to install two on 87th Avenue, six on Miami Lakes Drive, and two on 67th Avenue.

Attached are samples of designs and restrictions of designs from FPL. We intend to wrap four boxes at first, one with each of the four alternatives, and solicit resident feedback prior to proceeding with the rest of the pilot. Note that not all boxes can be wrapped and several of the boxes along major corridors are actually AT&T and County boxes. See attached image for example of FPL approved boxes.

Most of the boxes are generally the same size, and approximate cost to wrap each box is about \$1,000.00 for a total of less than \$10,000.00 to wrap all 10 to implement the pilot program in full.

ATTACHMENTS:

Description

FPL Agreement with County

Example: District 11

Example: Fort Lauderdale

Resolution

Wrapping Criteria

Sample approved/unapproved Utility box

Design Ideas

MEMORANDUM

Agenda Item No. 11(A)(24)

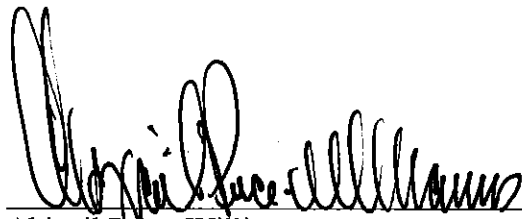
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving
Governmental License
Agreement between Miami-
Dade County and Florida
Power & Light Company for a
pilot project to artistically wrap
five non-thermal utility boxes
in District 11 and allocating
\$11,075.00 from FY 2015-16
District 11 Office Budget funds
to the Miami-Dade County
Department of Cultural Affairs
for the purpose of
implementing the pilot project

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Juan C. Zapata.


Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(24)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(24)
12-1-15

RESOLUTION NO. _____

RESOLUTION APPROVING GOVERNMENTAL LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA POWER & LIGHT COMPANY FOR A PILOT PROJECT TO ARTISTICALLY WRAP FIVE NON-THERMAL UTILITY BOXES IN DISTRICT 11 AND ALLOCATING \$11,075.00 FROM FY 2015-16 DISTRICT 11 OFFICE BUDGET FUNDS TO THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS FOR THE PURPOSE OF IMPLEMENTING THE PILOT PROJECT

WHEREAS, Miami-Dade County Art in Public Places, which is a program of the Department of Cultural Affairs, serves the community through the implementation of art installations dedicated to enriching the public environment and enhancing artistic and civic pride; and

WHEREAS, Florida Power & Light Company has expressed a willingness to enter into a license agreement with Miami-Dade County to facilitate a pilot project to artistically wrap five non-thermal utility boxes in District 11 ("ArtWrap project"); and

WHEREAS, the ArtWrap project is a collaborative and creative art project that would improve the visual quality of public spaces; and

WHEREAS, the costs associated with the ArtWrap project would be paid for from FY 2015-16 District 11 Office Budget funds; and

WHEREAS, the costs associated with the project are the artist's fixed fee, implementation cost, maintenance cost, removal cost, and Art in Public Places administrative costs; and

WHEREAS, Florida Power & Light Company is willing to grant licenses to utilize its non-thermal utility boxes according to the terms of the attached agreement; and

WHEREAS, the Commission believes that the ArtWrap project is in the best interest of the citizens of Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Governmental License Agreement between Miami-Dade County and Florida Power & Light, in substantially the form attached hereto, for a pilot project to artistically wrap five non-thermal utility boxes in District 11, and allocates \$11,075.00 from FY 2015-16 District Office Budget funds to the Miami-Dade County Department of Cultural Affairs for the purpose of implementing the ArtWrap project.

The Prime Sponsor of the foregoing resolution is Commissioner Juan C. Zapata. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Oren Rosenthal

GOVERNMENTAL LICENSE AGREEMENT FOR WRAP SIGNAGE (PILOT PROGRAM)

THIS GOVERNMENTAL LICENSE AGREEMENT FOR WRAP SIGNAGE (PILOT PROGRAM) (this "**Agreement**") is made as of this ____ day of _____, 2015 ("**Effective Date**"), by and between Florida Power & Light Company, a Florida corporation ("**Licensor**") and Miami-Dade County, Florida, a political subdivision of the State of Florida ("**Licensee**"), a governmental agency.

RECITALS

A. Licensor is the owner of those certain non-thermal utility facilities ("**Facilities**") more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. The Facilities are situated in Miami-Dade County, Florida at the specific locations more particularly described on Exhibit A ("**Designated Locations**").

C. Licensor desires enter into a pilot program to have the right to install and maintain wrap signage ("**Signage**") on a portion of the Facilities at the Designated Locations on the specific areas ("**Permitted Area**") illustrated on Exhibit B attached hereto and incorporated herein by this reference.

D. Licensor desires to grant Licensee, and Licensee desires to obtain, the right to use the Permitted Area on the Facilities at the Designated Locations as part of the pilot program to install and maintain the Signage pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee, intending legally to be bound, hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein and made a part hereof by this reference.

2. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants Licensee the privilege and revocable license to install and maintain the Signage within the Permitted Area on the Facilities at the Designated Locations.

3. Term. The term ("**Term**") of this Agreement shall commence on the Effective Date and shall expire on the second (2nd) anniversary of the Effective Date, unless sooner terminated as provided for herein. Upon the expiration or earlier termination of this Agreement, the right to use the Permitted Area shall automatically revert back to Licensor and Licensee shall no longer be entitled the use such Permitted Area.

4. Termination Rights. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other, or at the option of Licensor, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained in this Agreement. Additionally, Licensor may terminate this Agreement immediately if the Signage is causing damage to the Facilities, unreasonably interfering Licensor's use of the Facilities, or causing the violation of any condition or provision of any law, regulation or ordinance promulgated by any governmental or quasi-governmental authority now or hereafter permitted to continue any similar use or operation.

5. Approval by Licenser. Licensee may not install or place any Signage on the Permitted Area, or any other part of the Facilities whatsoever, unless such Signage is first approved in writing by the Licenser. Prior to the installation of the Signage within the Permitted Area, Licensee shall submit the plans and specifications and design for such proposed Signage to Licenser for its approval. Licenser may withhold approval if the installation or removal of the Signage may: (a) damage the Facilities; (b) unreasonably interfere with Licenser's use of the Facilities; or (c) contain and objectionable or obscene content, in Licenser's sole and absolute discretion. Licensee shall not be entitled to rely on this Agreement serving as such approval or being a representation by Licenser that such installation is permitted by any governmental or quasi-governmental entity, authority or regulation.

6. Installation. Once approved, Licensee, at Licensee's sole cost and expense, shall be solely responsible for the installation and maintenance of the Signage; and such installation and maintenance shall be performed only by Licensee, Licensee's agent or its contractor, as first approved by Licenser, in Licenser's sole discretion. Licensee shall give Licenser written notice when such installation is to occur so that Licenser may monitor the installation to see that such is performed in accordance with the plans and specifications.

7. Covenants of Licensee: Licensee hereby covenants and agrees with Licenser as follows: (i) Licensee shall comply with, and Licensee shall cause its agents, contractors to comply with, all applicable laws, codes, ordinances, orders, rules and regulations (state, federal, municipal, Licenser, and other agencies or bodies having any jurisdiction thereof) (including, without limitation, obtaining any and all necessary permits and/or approvals) relating to the use of the Permitted Area and the Signage thereon; (ii) Licenser shall not be called upon and shall have no obligation to maintain or make any repairs, improvements or alterations whatsoever to the Permitted Area; (iii) Licensee agrees to use and access the Permitted Area in such a manner so as not to create any nuisance; (iv) Licensee may not make any alterations, modifications or improvements to the Permitted Area or the Facilities; (v) Licenser's interest in the Facilities shall not be subjected to liens of any nature by reason of Licensee's use of the Permitted Area or the exercise of the rights granted herein (if any such lien, order, charge or other encumbrance shall be imposed, claimed or filed, Licensee shall, at its sole cost and expense, immediately cause the same to be fully paid and satisfied of record; and (vi) Licensee shall, within forty-eight (48) hours, notify Licenser in writing of, and provide any reasonably requested documents upon the happening of, any violation of applicable law with respect to or any order of any court affecting the Facilities, the Permitted Area, or Licensee's use of same.

8. Reservation of Rights by Licenser: Licensee understands and agrees that the use of the Permitted Area is subordinate to the rights and interest of Licenser in and to the Facilities and agrees to notify its employees, agents, and contractors accordingly. Licenser specifically reserves the right to maintain its Facilities; to make improvements; and add additional facilities. Licenser shall have unfettered access to the Permitted Area and the Facilities at all times to exercise such rights and may do so without notice and without: (i) any liability to Licensee for damage or injury to person, Signage, or Facilities, including the Permitted Area; (ii) being deemed a disturbance of Licensee's use of the Permitted Area; and (iii) relieving Licensee from its obligations under this License. Licensee understands that in the exercise of such rights and interest, Licenser from time-to-time may require Licensee, to relocate, alter, or remove its Signage which interferes with or prevents Licenser, in its opinion, from properly and safely constructing, improving, operating and/or maintaining its Facilities. Licensee agrees to relocate, alter, or remove said Signage within fifteen (15) days of receiving notice from Licenser to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Licenser; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Licenser retains the right to make said relocation, alteration, or removal of Licensee's Signage, and Licensee hereby agrees to reimburse Licenser for all of its costs and expense incurred in connection therewith upon demand.

9. Warning. Licensee agrees to warn its employees, agents and contractors of the fact that the Facilities are of high voltage electricity and agrees to use all safety and precautionary measures when working near the Facilities.

10. Indemnification. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Licensor, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively "**FPL Entities**"), from all liability, loss, cost, and expense, including attorneys' fees and court costs at all levels, subject to the limits set forth in Florida Statutes Section 768.28, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. Notwithstanding the foregoing, Licensee shall not be responsible for the indemnification or defense of any FPL Entities for any liability, loss, cost, and expense, including attorneys' fees and court costs at all levels arising solely from FPL's gross negligence or willful misconduct. This section shall survive the expiration or earlier termination of this Agreement.

11. Insurance. Licensee shall, during the period of this Agreement, maintain self-insurance sufficient to cover claims up to \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Licensee shall provide a letter of self-insurance for the amounts set forth herein and shall process all claims and provide all coverages that would otherwise be provided by a third-party insurer.

Additionally, Licensee shall, during the period of this Agreement, require each of its third-party agents and contractors, as approved by Licensor pursuant to Section 6 above, to maintain at such third-party's sole expense, a liability policy with minimum limits of \$3,000,000 for bodily injury or death of person(s) and \$3,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity in Section 10 above without any reference to the limits set forth in Florida Statutes Section 768.28. A certificate of insurance shall be furnished to Licensor evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of FPL Entities until thirty (30) days written notice has been furnished to Licensor. Copies of policies will be furnished to Licensor. Licensee shall not allow any of its third-party agents or contractors to commence any work hereunder until all insurance requirements required under this Agreement have been satisfied.

12. Condition of Permitted Area; Risk of Loss. Licensee accepts the Permitted Area in its "as is, where is" condition, with all faults, and without any representations and warranties of any kind, express or implied, or arising by operation of law, having fully examined the same. The use of the Permitted Area by Licensee shall be at the sole risk and expense of Licensee, and Licensor is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Licensor's use of the Facilities for its purposes. Licensee assumes all risk of damage, theft or loss to the Signage and further assumes all risk of damage or loss caused by the Signage to the Facilities.

13. Obligation to Reimburse. Notwithstanding any provision contained herein, Licensee agrees to pay Licensor for all cost and expense for any damage to Licensor's Facilities resulting from Licensee's use of the Permitted Area. Licensee shall promptly pay Licensor for any damage, injury, expense or liability caused to Licensor or the Facilities by Licensee's use of the Permitted Area. Licensee's obligation to pay all amounts provided for in this Agreement shall survive the expiration or termination of this Agreement.

14. Surrender; Removal of the Signage. At the expiration or earlier termination of this Agreement, Licensee shall remove the Signage and repair or restore the Facilities to the same condition as it was on the Effective Date at Licensee's sole cost and expense. Licensee hereby authorizes Licensors to remove and dispose of the Signage and charge Licensee for all costs and expenses incurred. Licensee agrees that Licensors shall not be liable for any property disposed of or removed by Licensors. Licensee's obligation to perform and observe this covenant shall survive the expiration or earlier termination of this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and neither Licensors nor any agent or representative of Licensors has made or is making, and Licensee, in executing and delivering this Agreement, is not relying upon any warranties, representations, promises or statements whatsoever.

16. No Possessory Rights. Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that no provision of this Agreement shall in any way be construed as creating: (i) any property rights of any kind for Licensee in the Facilities; or (ii) any landlord-tenant relationship or leasehold interest of any kind or any possessory rights for Licensee with respect to the Facilities. This Agreement grants to Licensee only a license to use the Permitted Area for the Signage during the Term and Licensee waives any and all claims to a possessory interest in the Permitted Area and Facilities.

17. Notices. All notices hereunder shall be given by hand delivery, electronic delivery or by certified mail, return receipt requested, and shall be deemed delivered upon receipt or refusal to accept delivery, if addressed as follows:

Licensors: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: General Counsel

Licensee: Miami-Dade County Department of Cultural Affairs
111 NW 1 Street Suite 625
Miami, FL 33128
Attention: Michael Spring, Director

18. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Facsimile and/or electronic signatures on this Agreement shall be deemed to be originals for all purposes.

19. Severability. In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. Attorneys' Fees. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' and paralegals' fees and court costs at trial and all appellate levels. This Section shall survive the expiration or earlier termination of this Agreement.

21. Headings. The headings and paragraph titles utilized throughout this Agreement have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of this Agreement.

22. Binding Agreement, Governing Law; Venue. The obligations of this Agreement, when duly executed by all parties, shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, executors, successors and permitted assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and in the event of any litigation hereunder, the venue for any such litigation, shall be in any federal or state court having jurisdiction in Miami-Dade County, Florida. This Agreement contains the sole and only agreement between the parties with respect to the subject matter hereof, and all prior discussions, writings, proposals, letters of intent, oral representations and the like are merged herein.

23. No Assignment. Licensee may not assign, transfer, mortgage or encumber this Agreement or assign or transfer any of Licensee's duties, obligations or rights hereunder, or sublicense or grant any license or concession to any third party to install Signage or otherwise use the Permitted Area, Facilities or any part thereof, nor shall any of the foregoing be effectuated by operation of law or otherwise, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion.

24. Effective Date. This Agreement shall become effective when it has been signed by the last party to sign same and when it has thereupon been mutually delivered.

25. Holding Over. If Licensee holds over after the expiration or earlier termination of this Agreement, Licensee shall be deemed a trespasser and Licensor shall be entitled to all remedies available at law or in equity.

26. Amendment. No amendment to this Agreement, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by both Licensee and Licensor.

27. No Partnership. Nothing in this Agreement shall be deemed in any way to create between the parties any relationship of partnership, joint venture or association, and the parties disclaim the existence thereof.

28. Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Licensee and Licensor have contributed substantially and materially to the preparation of this Agreement.

[Signatures Begin On Next Page]

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

Signed, sealed and delivered in the presence of:

LICENSOR:

Print Name: _____

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Print Name: _____

By: _____
Name: _____
Title: _____

LICENSEE:

Print Name: _____

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of Florida

Print Name: _____

By: _____
Name: Carlos A. Gimenez
Title: Mayor, Miami-Dade County

Exhibit A

Description of Facilities and Designated Locations

<u>Description of Facilities</u>	<u>Designated Locations</u>
Switch Cabinet	Northwest corner of Coral Way/SW 26 Street and SW 152 Avenue, Miami, Florida (located adjacent to Zelda Glazer Middle School)
Switch Cabinet	SW 152 Avenue, Miami, Florida located between Doolin Middle School and Bowman Foster Ashe Elementary School
Switch Cabinet	Killian/SW 104 Street and Hammocks Boulevard, Miami, Florida (located adjacent to the McDonalds)
Switch Cabinet	Kendall Drive by SW 157 Avenue intersection, Miami, Florida (located between the Chevron Gas Station and US Century Bank building)
Switch Cabinet	Southeast corner of SW 56 Street and SW 147 Avenue, Miami, Florida

Exhibit B

Permitted Area

Switch Cabinets - With the exception of any and all Licensor identifying numbers, safety decals, and operational doors and hinges, which must remain uncovered, visible and operational at all times, the remaining aboveground external surface of Licensor's switch cabinet Facilities at the Designated Locations may be covered with approved Signage.



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S. Florida artist creates new look for utility boxes

By: Richard Yager | June 24, 2015

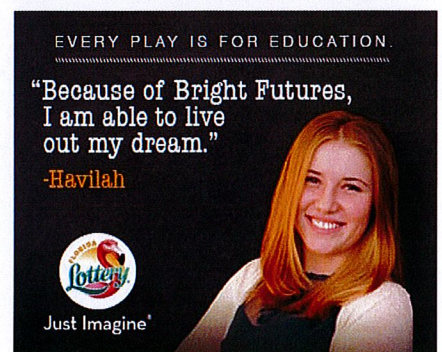


A noted South Florida artist has created a new look for conventionally drab utility boxes that line streets in West Kendall and other areas countywide.



Michelle Weinberg's art enlivens utility box at Miller Road and 147th Avenue.

To add a new focus to District 11 that Commissioner Juan C. Zapata calls the "West End," visual artist Michelle Weinberg of Miami Beach and New York has provided conceptual designs to brighten streetscapes at main intersections.



Her striking art motifs for West Kendall have been transferred to wrap the chunky boxes better known by FPL as “switch cabinets,” installed in many cases adjacent to main thoroughfares.

“We’re working to test the wrapping designs on other non-connected boxes elsewhere in the county,” noted FPL spokesperson Bill Orlove, an indication they may pop up in other Miami-Dade locations.

“It’s been a tremendous hit,” said Eduardo Marrero, aide to Zapata. “We’ve received an outpouring of support for art in public places and we look forward to continuing to integrate art into our West End. Be on the lookout for a new installations in our parks.”

Weinberg’s utility box concepts reflect an imagery of a “Pretend Dimension” in which elastic perspectives, personalized geometries, and fictitious architectures elaborate stage-set like narratives. Works in all media are conceived as “vivid backdrops for human activity,” according to her biographical statement.

Her artistic efforts already have brought eye-catching art from crosswalks and sidewalks to buildings throughout Miami and elsewhere in Florida.

Widely known for creating works in painting and collage; designs for rugs, tiles, mosaic and paint murals, she has produced art for architecture and public spaces.

Public and other large-scale projects include a recent mural for the Miami offices of Facebook, a mural inspired by dazzle camouflage painting of WWI warships for the exterior of the Wolfsonian Museum-FIU in Miami Beach and a terrazzo floor for a new-construction fire station commissioned by Miami-Dade County Art In Public Places.

A project consultant to museums and non-profits, she develops curricula, artist residencies, workshops and mentorship programs for teens, including Brick x Brick, an after-school program of the Miami Art Museum.



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Donate your old sports apparel and equipment, we need your help!

Win from Within

Read in Australia

Positive People in Pinecrest : Paola Rodriguez

Daylong festival at Bayside Marketplace to celebrate Latin American Community

Residents who receive Zapata's website "West End Newsletter" were asked to take their photos by the newly decorated boxes and send them to the commissioner's district office.

While no specific use is currently planned for them, the activity has served as an informational tool and stimulant of community engagement, Marrero added.



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ON "S. FLORIDA ARTIST CREATES NEW LOOK FOR UTILITY BOXES"

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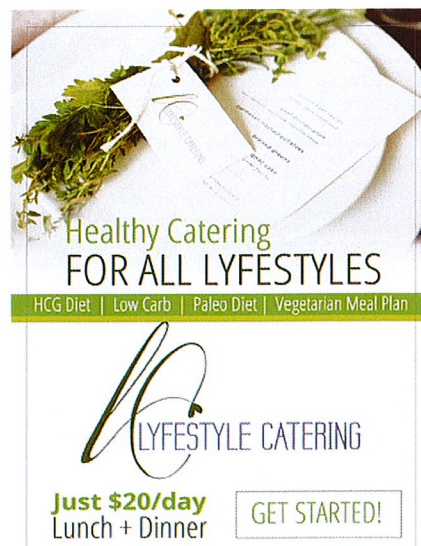
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Comment

Name *

Email *

Website





Summer Bustle

IMPROVEMENTS, EMBELLISHMENTS,
AND BANNERS ON THE WALK

As spring morphs into summer, the pace is a little less hectic from the events point of view, but action in the parks continues as we see additional amenities added.

One of the newest improvements is the wrapping of utility boxes along Riverwalk. There are eight new locations and they will be sporting selected *Go Riverwalk Magazine* covers and informational tidbits. In conjunction with the City's plans to bring more public art to our downtown, projects of this kind continue making the pedestrian experience much more interesting and fun. In addition to the Riverwalk wraps other downtown locations will include five along Broward Blvd., two on Federal Hwy, two on N. Andrews Ave., and three on NE Third Ave.

Also new will be the Riverwalk Information kiosks (the first being located at Huizenga Plaza) that will be staffed by Riverwalk Ambassadors, volunteers who will meet and greet local residents and visitors, provide maps, and offer local information about events or happenings. This pilot program will staff the kiosks on Saturdays and Sundays from 11 a.m. to 5 p.m. We look forward to adding our second information kiosk at Riverwalk Laura Ward Park providing the same services in the near future. If you meet our Riverwalk Ambassadors on the street or along the walk, please take a minute to thank them for their service.

You may also have come across our new giant adirondack chair, constructed by the City of Fort Lauderdale and placed on Riverwalk as an ideal photo opportunity for you and your family!

Look for the return of Noon Tunes in the fall as a very cool way to spend your lunch hour at Huizenga Plaza.

As previously advised, our additional lights are on order and scheduled to be installed by late September. We are exploring some



A utility box wrap along the Riverwalk



BY GENIA
DUNCAN ELLIS
President/CEO,
Riverwalk
Fort Lauderdale



additional options to apply for grant funds to further enhance the area. We have had a number of great suggestions from Wi-Fi to interactive touchscreen information.


Lastly, Riverwalk banners will be up for sale shortly and we encourage you to secure your favorite location as soon as you can! This very popular program is the best-kept advertising secret around. Banners are hung along Riverwalk for one year with your company name and/or logo, or individual names and are viewed by over 100,000 visitors and residents. Imagine getting that kind of return on investment. Be sure to check our web page or call our office for more information. The window of opportunity is small so don't hesitate to participate! 

PHOTO BY JASON LEIDY

RESOLUTION NO. 17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH FLORIDA POWER IN LIGHT FOR THE CREATION OF A PILOT PROGRAM TO ARTISTICALLY WRAP FIVE (5) NON-THERMAL UTILITY BOXES WITHIN THE TOWN OF MIAMI LAKES, PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, throughout the Town of Miami Lakes there are several Florida Power and Light (“FPL”) utility boxes that are conventionally drab, adjacent to main thoroughfares, and consequently add blight along Town corridors; and

WHEREAS, several municipal and county governments have addressed this issue by establishing pilot programs with FPL for the creation and application of artistic wraps; and

WHEREAS, artistic wraps will transform utility boxes into works of art and enhance the experience of all those driving through the Town by creating public works of art; and

WHEREAS, additionally the creation of artistic wraps can serve as a marketing tool and stimulate community engagement;

WHEREAS, the Town Council believes this resolution is in the best interest of the Town of Miami Lakes.

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

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

Section 2. Authorization to Negotiate an Agreement with Florida Power and Light for a Pilot Program. The Town Manager and/ or his designee are authorized to take all actions to negotiate an agreement with Florida Power and Light to create a program for the creation artistic wraps to be placed on existing, non-thermal, utility boxes.

Section 3. Authorization of Town Official. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement this resolution.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

Passed and adopted this _____ day of _____ 2017

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 Tony Lama _____

Councilmember Luis Collazo _____

Councilmember Tim Daubert _____

Councilmember Ceasar Mestre _____

Councilmember Frank Mingo _____

Councilmember Nelson Rodriguez _____

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.

TOWN ATTORNEY

General Specifications and Instructions for covering Distribution Pad Mounted Equipment Pilot Guideline-

Prepared by Power Delivery- Technical Services Department

1. Introduction:

FPL is piloting the covering of Distribution Pad Mounted Equipment in certain areas of FPL's Service Territory. The covering requirements, with either paint or light vinyl covering will be discussed. The general intent of these requirements is to provide a framework for the proposed covering to be applied without adversely impacting the legal, industry, and operating requirements of these units. It is also the intent of these guidelines not to affect the reliability of units or reduce its service life.

2. General Covering Requirements:

a. Safety Markings:

- i. Safety and/or caution tags and safety hardware shall not in any way be covered. These include but are not limited to:
 - 1. Danger Signs
 - 2. Warning Signs
 - 3. Caution Signs
 - 4. Locks
 - 5. Bolts

b. Operational Markings:

- i. Transformer Markings shall not in any way be covered. These include but are not limited to :
 - 1. Transformer and Loop Number
 - 2. Location Information
 - 3. Nameplates
 - 4. Barcodes
 - 5. Transformer cooling fins or tubes
 - 6. Fault Indicators

c. Other Operational Requirements:

- i. Coverings of any kind shall not impede or retard the opening of any door, lid, hood or hand hole of any equipment.
- ii. Coverings of any kind shall not impede the restoration of equipment.

3. Padmounted Equipment Coverings:

- a. Painting is the preferred method of providing Equipment covering
- b. Approved Paints:
 - i. Munsell green only to be applied by FPL contractors
 - ii. Follow Addressing Customers Request for Painting Padmounted Equipment process map to determine how to proceed with the painting request
- c. Wrapping must be approved by FPL and follow guidelines:
 - i. Avery and 3M cast vinyl and laminate are only allowed, calendared vinyl or laminate are not allowed.
 - ii. Wrapping colors/shades shall be lighter than the applied Munsell green color of the equipment and should be as thin as possible in order not to interfere with the natural cooling of the equipment.
 - iii. Wraps shall not contain any trademarks, text, logos, or symbology.
 - iv. The contractor must be certified installer of 3M or Avery whichever vinyl is used.
 - v. FPL Customer and Employee Experience will review and approve all wrapping prior to installation.
 - vi. FPL is not responsible for replacing wrap if the equipment is replaced.
 - vii. Wrapping inquiries will only be considered from municipalities and must follow the Addressing Customer Requests for Wrapping Padmounted Equipment process map.
 - viii. FPL has the right to deny and or remove any proposed wrapping for any reason at any time. Complaints by any party will result in immediate removal paid for by customer.

Approved FPL box



Not FPL box









Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Park User Fee Schedule Amendment- Miami Lakes Optimist Park Clubhouse -
Date: 7/25/2017

Recommendation:

It is recommended that the Town Council approve an amendment to Park User Fee Schedule adopted on December 13, 2011, known as Exhibit "A" of Ordinance No. 11-140 Community and Leisure Services Rules and Regulations. The Ordinance provides the ability of the Town Manager to recommend a new rental fee schedule for the Miami Lakes Optimist Park Club House park facility to be adopted by resolution.

Background:

On January 5, 2016, the Town adopted an amended Town's Community and Leisure Services Rules and Regulations, Ord. No 11-140. As part of the amended rules and regulations, the Town adopted a User Fee Schedule, known as Exhibit "A", of the ordinance which may be amended by the Town Council by resolution.

With the opening of the new Miami Lakes Optimist Park Clubhouse, the Town has a need to amend its fee schedule for the inclusion of this facility. In addition, after approximately four years of establishing fees for rentals, Town staff has analyzed our fees in comparison to other communities for similar facilities and have determined that the Town's fees are the lowest in the surrounding area by 50-75% and as a result, approximately 70% of our facility rentals are made by non-residents.

Highlights of the new proposed fee schedule are:

- The addition of a fee structure for rentals at the Miami Lakes Optimist Park Clubhouse. Rentals at the facility will be offered the option to rent the nearby Marina for birthday parties. Staff developed the structure based on current Town resident rates for a large room at two other facilities and staffing costs for the marina option.
- A non-resident fee category for the purpose of the fee structure and consistent with the park deeds, the Town may levy a non-resident rate for facility use for all individuals living in incorporated areas of the County and outside of Miami-Dade County at the Optimist Clubhouse. Fees for non-residents are proposed to be double the Town resident fees which is consistent with the rate structure of neighboring cities.
- The addition of a furniture rental fee that covers furniture set up and wear and tear costs if a renter

chooses to utilize the Town's furniture for a rental.

ATTACHMENTS:

Description

**Exhibit A- Park User Fee Schedule Amended
Resolution**

EXHIBIT "A"

Town of Miami Lakes Amended Fee Schedule		
Cancellation Fees		
Before Deadline		100% Returned
After Deadline		0% Returned

Athletic Field Fees*		
	RESIDENT**	NON-RESIDENT**
Security Deposit	\$0.00	\$0.00
Tournament Deposit	\$500.00	\$500.00
Tournament Fee	\$500.00	\$1,000.00
Additional Per Team Fee	\$10.00	\$20.00
Softball /Baseball		
3 Hour Rental (Day)	\$60.00	\$120.00
Additional Hour(s)	\$20.00	\$40.00
Additional Light Fee Per Hour(s)	\$25.00	\$50.00
Field Prep/Lining Fee	\$25.00	\$25.00
Football/Soccer		
3 Hour Rental (Day)	\$60.00	\$120.00
Additional Hour(s)	\$20.00	\$40.00
Additional Light Fee Per Hour(s)	\$25.00	\$50.00
Field Prep/Lining Fee	\$50.00	\$50.00

Building and Room Fees*		
	RESIDENT**	NON-RESIDENT**
Large Room (130 people)		
3 Hour Rental	\$120.00	\$240.00
Additional Hour(s)	\$35.00	\$70.00
Security Deposit	\$200.00	\$200.00
After-Hours Fees Per Hour - ROPCC	\$100.00	\$200.00
After-Hours Fee Per Hour - CC West	\$50.00	\$100.00
Medium Room (90 people)		
3 Hour Rental	\$100.00	\$200.00
Additional Hour(s)	\$25.00	\$50.00
Security Deposit	\$200.00	\$200.00
After-Hours Fee Per Hour - ROPCC	\$100.00	\$200.00
After-Hours Fee Per Hour - CC West	\$50.00	\$100.00
Small Room (50 people)		
3 Hour Rental	\$80.00	\$160.00
Additional Hour(s)	\$15.00	\$30.00
Security Deposit	\$200.00	\$200.00
After-Hours Fee Per Hour - ROPCC	\$100.00	\$200.00
After-Hours Fee Per Hour - CC West	\$50.00	\$100.00
Furniture Rental Fee	\$50.00	\$100.00

Miami Lakes Optimist Park Clubhouse Fees**		
	RESIDENT**	NON-RESIDENT**
Clubhouse & Marina (100 people)		
3 Hour Minimum Rental	\$120.00	\$240.00
Each Additional Hour	\$35.00	\$70.00
Security Deposit	\$200.00	\$200.00
Furniture Rental	\$50.00	\$100.00
Use of Marina (Optional)	\$50.00	\$100.00

Youth Center Fees*		
	RESIDENT**	NON-RESIDENT**
Park East Youth Center Package		
Game Room plus 2 Pavilions (90 people)		
3 Hour Rental	170.00	340.00
Additional Hour(s)	35.00	70.00
After Hours Fee/Hour	100.00	200.00
Security Deposit	300.00	300.00
Amusement Administrative Fee	20.00	40.00

Picnic Area and Pavilion Fees**		
	RESIDENT**	NON-RESIDENT**
Medium Pavilion (60 P) Daily Fee (4 hours)	\$50.00	\$100.00
Additional Hour(s)	No Charge	\$25.00
Security Deposit	\$50.00	\$50.00
Small Pavilion (30 P) Daily Fee (4 hours)	\$25.00	\$50.00
Additional Hour(s)	No Charge	\$25.00
Security Deposit	\$50.00	\$50.00
Amusement Administrative Fee	\$20.00	\$40.00

Park Vending Permit - Short Term Vendor Fees (per day)		
Food and Beverage Sales; Booth	\$50.00	
Food and Beverage Sales; Mobile/Cart	\$100.00	
Food and Beverage Sales w/ Alcohol	\$150.00	
Merchandise Sales; Booth/Mobile	\$25.00	
Liquor Catering Permit	\$50.00	
Special Event Organizer; Up to 20 Vendors	\$1,500.00	
Bounce House/Amusement Vendor	\$100.00 per year	

* Fees for use of park facilities for Town approved
501©3 non-profit organizations may be set by the Town Council

Miami Lakes Optimist Park & Royal Oaks Park (Roberto Alonso Community Center)
**Resident = All Town & Unincorporated Miami-Dade County Residents
**Non-Resident = Incorporated areas (Cities) & Non-Miami-Dade County Residents
East Park Youth Center & Picnic Park West (Mary Collins Community Center)
**Non-Residents = Non-Miami-Dade County Residents
**Residents = All Town & Miami-Dade County Residents

RESOLUTION NO. 17-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN'S PARKS AND FACILITIES USER FEE SCHEDULE PURSUANT TO ORDINANCE 11-140 AS CODIFIED IN SECTION 18-7 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2011, the Town Council of the Town of Miami Lakes, Florida (the "Town") passed Ordinance No. 11-140 relating to the Town's Park Rules and Regulations, which has since been codified in Chapter 18 of the Town's Code; and

WHEREAS, section 18-7 of the Town's Code provides for the imposition of user fees for the Town's parks and facilities and further provides that the Town Council may amend the fee schedule by resolution; and

WHEREAS, most recently the fee schedule was modified through Resolution 16-1353 which was passed and adopted by the Town Council on January 5, 2016; and

WHEREAS, the Town recently celebrated the opening of the Optimist Park Club House, requiring inclusion of this facility into the schedule; and

WHEREAS, the new fee schedule will include the option to rent out the near by Marina for festivities, and furniture rental; and

WHEREAS, the Town Council finds that amending the User Fee Schedule is necessary and in the best interest of the Town's residents.

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

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

Section 2. Adoption of User Fee Schedule. The Town of Miami Lakes' Parks and Facilities User Fee Schedule as shown in Exhibit "A" attached hereto is hereby adopted.

Section 3. Implementation. The Town Manager is authorized to take all actions necessary to implement this resolution and the Town of Miami Lakes' Parks and Facilities User Fee Schedule attached hereto as Exhibit "A".

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____ 2017

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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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”



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Telecom Moratorium Continuance
Date: 7/25/2017

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 with 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 with 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 small and micro wireless facilities within public rights-of-way. It is now incumbent upon to 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,"(time review time tables) outline therein ("Attachment A").

Florida Statute 337.401(7)-, attached herein ("Attachment B") does not permit municipalities to be more restrictive than 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

Resolution

ATTACHMENT A

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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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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.

RESOLUTION NO. 17- _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT ORDINANCE NO. 17-201, EXTENDING BY SIX (6) MONTHS, THE TEMPORARY MORATORIUM UPON ISSUANCE OF ANY DEVELOPMENT ORDERS, INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, CERTIFICATES OF USES, VARIANCES, SITE PLANS, CONDITIONAL USES, OR SPECIAL EXCEPTIONS, PERTAINING TO THE INSTALLATION OR SITING OF ANY "TELECOMMUNICATIONS TOWERS", AS MAY BE DEFINED BY FEDERAL LAW, OR ANY "NEW WIRELESS PERSONAL TELECOMMUNICATIONS SERVICES TOWER," "TOWER," OR "DISTRIBUTED ANTENNA SYSTEM," AS DEFINED IN ORDINANCE 17-201, OR ANY OTHER COMMUNICATIONS FACILITIES WHOLLY CONTAINED OR MOUNTED ON A SINGLE STAND ALONE TOWER, AS MAY BE CONTEMPLATED BY SECTION 337.401, FLORIDA STATUTES; SUCH MORATORIUM BEING EFFECTIVE FOR ANY PUBLIC RIGHTS-OF-WAY WITHIN THE JURISDICTION OF THE TOWN OF MIAMI LAKES, FLORIDA, AS IMPOSED BY SAID ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, with the enactment of the Telecommunications Act of 1996 ("Act"), the Act prevents the Town from adopting local regulations in response to perceived or real fears of radio frequency emissions once such facilities comply with Federal Communications Commission ("FCC") Regulations; and

WHEREAS, the Act prevents the Town from unreasonably discriminating against providers of functionally equivalent services, such that when the Town allows communications distribution facilities (antennae) or Distributed Antenna Systems wholly contained or mounted on a single, stand-alone tower, or wireless personal telecommunications services antennae towers, within the Town's public rights-of-way, it must formulate reasonable nondiscriminatory rules and

policies that are applicable to all such similar facilities; and

WHEREAS, the State of Florida adopted legislation, presently codified as § 365.172, Fla. Stat (2016) (herein the "Emergency Communications Number E911 Act") which is designed to facilitate E-911 Service Implementation for the wireless personal telecommunications industry, by expediting certain co-location requests and otherwise limiting a municipality's authority to regulate the installation of wireless telecommunications towers and antennae arrays; and

WHEREAS, pursuant to Florida Statute 365.172(13), the Emergency Communications Number E-911 Act does not prevent a municipality from managing its public rights-of-way and provides in pertinent part:

“Further, notwithstanding anything in this section to the contrary, this subsection does not apply to or control a local government's action as a property or structure owner in the use of any property or structure owned by such entity for the placement, construction, or modification of wireless communications facilities. In the use of property or structures owned by the local government, however a local government may not use its regulatory authority so as to avoid compliance with, or in a manner that does not advance, the provisions of this subsection.”

§ 365.172 (13), Fla. Stat (2016); and

WHEREAS, the State of Florida adopted legislation, presently codified as § 337.401, Fla. Stat. (2016) (herein the "Right Of Way Regulatory Laws") which is designed to promote the expansion of the wireless personal telecommunications industry, by confirming a municipality's authority to adopt and enforce reasonable, non-discriminatory rules and regulations which apply to the installation of utilities facilities in public rights-of-way, in stating:

“Because of the unique circumstances applicable to providers of communications services, and the fact that federal and state law require the nondiscriminatory treatment of providers of telecommunications services, and because of the desire to promote competition among providers of communications services, it is the

intent of the Legislature that municipalities and counties treat providers of communications services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the public roads or rights-of-way. Rules or regulations imposed by a municipality or county relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way must be generally applicable to all providers of communications services and, notwithstanding any other law, may not require a provider of communications services to apply for or enter into an individual license, franchise or other agreement with the municipality or county as a condition of placing or maintaining communications facilities in its roads or rights-of-way.”

§ 337.401 (3) (a), Fla. Stat. (2016); and

WHEREAS, the expansion of personal wireless communications has included not only "traditional" large towers (“Traditional Towers”), but recently the use of new smaller tower "microcell" technologies such as Distributed Antenna Systems Networks or DAS Networks (“DAS”); and

WHEREAS, the Town has become aware that providers of Traditional Towers desire to begin installation of new tower facilities within the Town’s public rights-of-way; and

WHEREAS; the Town became aware that there is a desire by private entities to install Distributed Antenna System Networks or DAS Networks within the Town's public rights-of-way; and

WHEREAS, these new technologies may require improvements that have not been contemplated by the Town in the management and control of the Town's public rights-of-way and lawful competing uses thereof which need to be weighed and balanced with safety and aesthetic interests in mind; and

WHEREAS, in light of this development, the Town Council, on March 7th, 2017,

adopted Ordinance No. 17-201 (Exhibit A), imposing a moratorium upon the issuance of any development orders, including but not limited to building permits, certificates of uses, variances, site plans, conditional uses, or special exceptions, pertaining to the installation or siting of any “telecommunications towers”, as may be defined by federal law, or any “new wireless personal telecommunications services tower,” “tower,” or “distributed antenna system,” as defined in Ordinance 17-201, or any other communications facilities wholly contained or mounted on a single standalone tower, as may be contemplated by section 337.401, Florida Statutes; such moratorium being effective for any public rights-of-way within the jurisdiction of the town of Miami Lakes, for a period not to exceed 180 days unless otherwise extended by resolution; and

WHEREAS, the Florida Legislature, at the conclusion of the 2017 Legislative Session (2017), again amended the Florida Statutes regarding the regulations of such facilities within the Rights-of-Way of local jurisdictions; and

WHEREAS, the Town now desires to extend the temporary moratorium imposed by Ordinance No. 17-201 for an additional six (6) months to allow time for Town Staff to draft municipal regulations reflective of State Law and Federal Laws, for the Town Council to consider for adoption.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Council, pursuant to Ordinance No. 17-201 authorizes a six (6) month extension to said ordinance upon the issuance of any development orders, including but not

limited to building permits, certificates of uses, variances, site plans, conditional uses, or special exceptions, pertaining to the installation or siting of any “telecommunications towers”, as may be defined by federal law, or any “new wireless personal telecommunications services tower,” “tower,” or “distributed antenna system,” as defined in ordinance 17-201, or any other communications facilities wholly contained or mounted on a single standalone tower, as may be contemplated by section 337.401, Florida Statutes; such moratorium being effective for any public rights-of-way within the jurisdiction of the town of Miami Lakes, s.

Section 3. This Resolution shall take effect upon its passage and adoption by the Town Council.

PASSED AND ADOPTED this ____ day of July, 2017.

Motion to adopt by: _____, second by: _____.

FINAL VOTE AT ADOPTION

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

Manny Cid
Mayor

Attest: Approve as to Form and Legal Sufficiency

Attest: _____
Gina Inguanzo
Town Clerk

Raul Gastesi
Town Attorney

EXHIBIT A

ORDIANCE NO. 17-201



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Approval of Intergovernmental Agency Agreement with Miami-Dade County to Install and Maintain Shared Lane (Sharrow) Markings on Town Roads
Date: 7/25/2017

Recommendation:

It is recommended that the Town Council approve the Intergovernmental Agreement with Miami-Dade County granting the Town authority to install and maintain shared lane (sharrow) markings on town roads as approved by Miami-Dade County and authorize the Town Manager to execute any future intergovernmental agreements with Miami-Dade County for improvements as outlined in the Town's Greenways and Trails Master Plan.

Background:

On October 28th, 2014, the Town Council approved Resolution #14-1263 adopting the Town of Miami Lakes Greenways and Trails Master Plan. The Town of Miami Lakes is a master-planned, mixed-use community designed to encourage a variety of community activities, services in close proximity, and recreation through a unique system of 101 parks. The Miami Lakes Greenways and Trails Master Plan complements the Town's Comprehensive Master Plan vision to create safe and convenient non-motorized transportation to connect communities, recreational parks, schools, office parks, and businesses. When implemented, the Plan will provide a network of off-road shared use paths for bicycling and walking, as well as a network of on-road facilities including bike lanes for major thoroughfares and share lane markings for low-speed, low-volume streets.

As part of the Master Plan, key locations were identified for the implementation of shared lane markings to better enhance the bicycle network within the Town of Miami Lakes. Shared lane markings are used in travel lanes to indicate a shared condition where bicyclists may occupy the travel lane and to indicate the optimum lateral placement for bicyclists in the lane. These markings will be located in low speed residential neighborhoods, which will help guide bicyclist to the larger greenways and trails network. As Miami-Dade County maintains the jurisdiction over pavement markings on roads within the Town, an intergovernmental agreement is needed to proceed with the improvements.

By approving the intergovernmental agreement provided by the County, the Town will be able to install and maintain shared lane markings on local municipal streets within the boundaries of Miami Lakes, thus allowing Town staff to move forward with further implementing the Greenways and Trails Master Plan. In addition, in an effort to expedite any future Greenways and Trails Master Plan improvements, it is requested that the Town Council also grant the Town Manager the authority to execute any future intergovernmental agreements in similar form with Miami-Dade County related to the Master Plan.

ATTACHMENTS:

Description

Resolution

Shared Lane Covenant

RESOLUTION NO. 17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING THE TERMS AND THE EXECUTION OF AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY ALLOWING THE TOWN AUTHORITY TO PERFORM, INSTALL AND MAINTAIN CERTAIN TRAFFIC ENGINEERING FUNCTIONS ON MUNICIPAL STREETS; PROVIDING FOR AUTHORITY TO EXECUTE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 28, 2014, the Council of the Town of Miami Lakes (“Town”) enacted Resolution 14 - 1263, adopting the Town’s Greenways and Trails Master Plan (“Master Plan”); and

WHEREAS, the Master Plan’s goal is to provide a safe, convenient on-road and off-road network for non-motorized transportation to connect communities, recreational parks, schools, office parks, and businesses; and

WHEREAS, the Master Plan identifies key locations for the implementation of shared lane traffic controlled devices, commonly referred to as sharrow markings (“Marking”) to enhance the Town’s bicycle network; and

WHEREAS, these Markings will be placed in low speed residential neighborhoods located within the Town’s boundaries; and

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of Miami-Dade County; and

WHEREAS, to fully implement the Mater Plan, it is in the best interest of the Town to assume responsibility over the installation and maintenance of the Markings; and

WHEREAS, the Town Manager desires that the Town Council adopt an Intergovernmental Agency Agreement with Miami-Dade County to assume responsibility over the installation and maintenance of Markings; and

WHEREAS, approval of the Intergovernmental Agency Agreement with Miami-Dade County will allow staff to advance implementation of the Master Plan; and

WHEREAS, in the interest of efficiency and expediency, the Town Manager desires authority to execute any future intergovernmental agreements related to the Master Plan that are substantially similar to the Intergovernmental Agency Agreement; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to adopt the Intergovernmental Agency Agreement with Miami-Dade County and assume responsibility over the installation and maintenance of Markings, and grant the Town Manager authority to execute any future intergovernmental agreements related to the Master Plan that are substantially similar to the Intergovernmental Agency Agreement.

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

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

Section 2. Approval of the Intergovernmental Agreement. The Town Council hereby approves the Intergovernmental Agency Agreement to Perform Traffic Engineering Functions with Miami-Dade County to assume responsibility over the installation and maintenance over Markings on Town controlled roads.

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 execute and implement the Intergovernmental Agency Agreement to perform Traffic Engineering Functions with Miami-Dade County. The Town Manager and/or his designee are authorized to execute any additional intergovernmental agreements, that are in substantially the same form as the Intergovernmental Agency Agreement and related to the Master Plan with approval as to form from the Town Attorney.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this _____ day of July, 2017.

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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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”

**INTERGOVERNMENTAL AGENCY AGREEMENT TO
PERFORM TRAFFIC ENGINEERING FUNCTIONS**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (Agreement), made and entered into this _____ by and between the Town of Miami Lakes, **FLORIDA**, a municipal corporation of the STATE OF FLORIDA, hereinafter referred as Town of Miami Lakes (TOWN) and MIAMI-DADE COUNTY (COUNTY), a political subdivision of the **STATE OF FLORIDA, MIAMI-DADE** County.

WITNESSETH

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the **COUNTY**; and

WHEREAS, the Town of Miami Lakes desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and

WHEREAS, the **COUNTY** has determined that the Town of Miami Lakes is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS the Town of Miami Lakes has, by proper resolution attached hereto and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

NOW THEREFORE, the Town of Miami Lakes and the COUNTY agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Town of Miami Lakes will only install and maintain the following designated types of traffic control devices, only on those local municipal streets operated and maintained by the Town of Miami Lakes within its boundaries:

Sharrow markings on city roads as approved by Miami Dade County.

3. Traffic calming devices may be installed on local municipal streets only after signed and sealed plans have been submitted to the Department of Transportation and Public Works (DTPW) of the **COUNTY** for its review and approval.

4. The Town of Miami Lakes assumes sole and complete responsibility for the installation and maintenance of all such traffic control devices (sharrow markings) that are installed by the Town of Miami Lakes within its boundaries.

5. The Town of Miami Lakes assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said traffic control devices (sharrow markings), and hereby indemnifies and saves harmless the **COUNTY** from any and all claims of negligence as a result of the installation, operation or maintenance of said markings.

6. All traffic control devices (sharrow markings) installed by the Town of Miami Lakes in accordance with this AGREEMENT shall conform to the applicable requirements established by the following publications:

Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions.

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

7. Notwithstanding any other term in this AGREEMENT, nothing shall be deemed to be a waiver of either the TOWN or the COUNTY's immunity or limitation of liability as provided pursuant

to Section 768.28, Florida Statutes, as may be amended from time to time.

8. For installation of traffic control devices (sharrow markings), the Town of Miami Lakes shall hire a COUNTY licensed contractor or perform the work in-house by the Town of Miami Lakes Public Works crew.

9. The Town of Miami Lakes shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested.

10. Failure to carry out any of the duties and responsibilities assumed herein by the Town of Miami Lakes may result in termination of this AGREEMENT, at the sole discretion of the COUNTY.

11. Either the TOWN or the COUNTY may, in their respective sole and complete discretion, terminate this AGREEMENT, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, the TOWN shall continue to maintain, repair, and be responsible for any traffic control devices installed by the TOWN while this AGREEMENT was in effect. Prior to the termination of this AGREEMENT, however, the TOWN may elect to remove any one or all traffic control devices installed by the TOWN; provided the TOWN shall restore the roadway and area in which the traffic control device was located to the condition that existed before the TOWN's installation.

12. Upon written notification by the COUNTY, the TOWN shall immediately remove any traffic control device, at the TOWN's sole cost and expense that is not in compliance with the terms of this AGREEMENT.

13. Any notice or communication required hereunder shall be addressed to the following:

TO COUNTY: Alice N. Bravo, DTPW Director

701 NW 1st Court - Suite 1700

Miami, FL 33136

TO TOWN: Alex Rey, Town Manager

 Town of Miami Lakes

 6601 Main Street, Suite 208

 Miami Lakes, FL 33014

IN WITNESS WHEREOF, the TOWN and the COUNTY have set their hands the day and year above written.

Attest:

MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK

By: _____
County Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

Attest:

TOWN OF MIAMI LAKES

By: _____
TOWN Clerk

By: _____
TOWN Manager

Approved as to form and legal sufficiency:

Approved as to insurance requirements:

By: _____
TOWN Attorney

By: _____



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Award of Contracts for RFP No. 2017-25 Tree Trimming Services
Date: 7/25/2017

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute contracts with SFM Services, Inc. ("SFM") as the primary contractor and BrightView Tree Care Services, Inc. ("BrightView") as the secondary contractor in an amount not to exceed \$1,800,000. The contract amount includes BrightView's Proposal price of approximately \$1,714,000 and a contingency amount of \$86,500 (approximately 5%) for unforeseen circumstances or additional services. If SFM meets performance standards for the life of the contract, making it unnecessary to utilize the secondary contractor, the total expenditure on the contract would be approximately \$1,184,000.

The contract will be for a three (3) year initial term with a performance-based contract extension provision providing for up to two (2) additional years. In total, the contract term will be no longer than five (5) years. Funds for these services are budgeted from the General Fund for Tree Trimming Services.

Background:

One of the Town's goals is to become the most uniformly beautiful municipality in South Florida. An essential part of this goal is the management of the Town's urban tree canopy through quality tree trimming services and ongoing canopy management. With an estimated 17,000 trees, the Town's urban tree canopy is one of its signature features and largest assets and requires continuous care to maintain it at a high standard.

In July 2014, the Town contracted with Davey Resource Group for the development of the Tree Management Plan, which identified several opportunities for improvement in the management of Town Trees. A few suggested improvements included the development of Pruning Cycles and an increase in the frequency with which we prune Palm and Aesthetic Trees along the Town's major corridors, which ultimately improves the health and appearance of the Town's Trees. These improvements were factored into the solicitation process to deliver an increased level of service to our residents. An additional \$60,000 is included in the Proposed Budget for Fiscal Year 2017-2018 to cover the increased level of service.

The Town issued Request for Proposals ("RFP") 2017-25 for Tree Trimming Services on June 13, 2017. To be eligible for award, Proposers must show it meets the following minimum qualifications:

1. Proposer specializes in tree trimming work or has crews who specialize in tree trimming work;
2. Proposer has employed an ISA or ANSI certified Field Supervisor, or a Field Supervisor with a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity;
3. Proposer has employed a full-time ISA Certified Arborist, with a minimum of three (3) years field experience on work of a similar size, scope, and complexity;
4. Proposer is capable of maintaining weekly averages of 150 trees trimmed per week for a sustained period of at least six (6) months;
5. Proposer is capable of self-performing all the work provided for under the Contract, except pest control services;
6. Own or possess under a rental/lease contract, specific equipment for use in performance of the Work (Refer to Article B7.02 of Attachment A for the required equipment);
7. Possess a minimum of three (3) years of experience performing tree trimming services under its current business name and ownership under contracts of similar size, scope, and complexity; and
8. Have completed at least three (3) contracts of similar size, scope, and complexity in the last five (5) years.

On the due date, July 7, 2017, we received three (3) Proposals from the following Proposers:

1. BrightView Tree Care Services, Inc.
2. SFM Services, Inc.
3. Superior Landscaping & Lawn Services, Inc. ("Superior")

An Evaluation Committee was appointed, which was comprised of the following individuals:

1. Tony Lopez, Chief of Operations
2. Steve Poulson, Town Arborist
3. Daniel Angel, Business Operations Supervisor
4. Armando Munoz, Park Superintendent and City Arborist, City of South Miami

Procurement, in its due diligence review, determined that one Proposal, submitted by Superior, was non-responsive to the solicitation and was withheld from the Evaluation Committee. Superior's Proposal did not include projects of similar size, scope, and complexity as was required to be eligible for award. Because the information included in the Proposal was insufficient to show Superior met the minimum qualifications for award, Procurement deemed the Proposal non-responsive.

The remaining Proposals were submitted to the Evaluation Committee for ranking and received the following scores:

1. SFM – 725
2. BrightView – 626.52

The Evaluation Committee agreed that both firms were qualified to perform the required services. Both vendors are very experienced in landscaping services, and with specific experience in tree trimming services. The Committee was impressed with the number of municipal contracts that both vendors had been awarded in the last few years and felt this more than evidenced their ability to perform under this contract.

During the Evaluation, on average, BrightView received a higher score on the technical component of the solicitation. While both firms were qualified, the Committee felt that BrightView's Proposal offered more specialized crew and equipment. BrightView's crew included two field arborists that would be performing the pruning, while the account manager, a Certified Master Arborist, would oversee and inspect the work.

BrightView's Proposal also included a 2011 Swift Lift (Polecat), which the Committee viewed as advantageous for performing the work. However, despite its strong technical score, BrightView's Price Proposal was \$530,193.59 more than SFM's for the term of the contract, which resulted in a lower price score.

Although SFM's technical score may have been less than BrightView's, the Evaluation Committee felt the firm was still qualified to perform the work. The Town has an extensive work history with SFM and has found that SFM is very responsive to the Town's requests. Furthermore, SFM proposed the lowest price, which allotted it the full 125 points available for the price component.

As this contract is performance-based, the Evaluation Committee recommended the Town award multiple contracts to ensure there is a secondary contractor available in the event of a failure to perform or default. Therefore, based on the Evaluation Committee's ranking, it is recommended that the Town Council authorize the Town Manager to execute contracts with SFM Services, Inc. as the primary contractor and BrightView Tree Care Services, Inc. as the secondary contractor in an amount not to exceed \$1,800,000.

This award does not impact the current year's Budget as most of the work has been completed. The Fiscal Year 2017-18 Proposed Budget allocates \$260,000 for these services in the General Fund, which provides for the base services and a 5% contingency for additional service awards.

ATTACHMENTS:

Description

Resolution

Contract

SFM Proposal

RESOLUTION NO. 17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED CONTRACT 2017-25 FOR TREE TRIMMING SERVICES TO SFM SERVICES, INC. AS A PRIMARY CONTRACTOR AND BRIGHTVIEW TREE CARE SERVICES, INC. AS A SECONDARY CONTRACTOR IN AN AMOUNT NOT TO EXCEED \$1,800,000; 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, one of the key features of the Town of Miami Lakes (“Town”), is its extensive tree canopy which includes 17,000 trees which require continuous care and maintenance; and

WHEREAS, on June 13, 2017, the Town of Miami Lakes (the “Town”) issued Request for Proposals (“RFP”) No. 2017-25 for Tree Trimming Services throughout the Town; and

WHEREAS, an evaluation committee met on July 13, 2017 to evaluate two (2) responsive proposals; and

WHEREAS, the Town Manager concurs with the opinion of the evaluation committee; and

WHEREAS, due to the breadth of the Town’s tree network, it is vital to ensure that a contingent, secondary contractor is retained to provide for uninterrupted service in the event that the primary contractor defaults or is unable to complete its service; and

WHEREAS, the Town Manager recommends award of Contracts 2017-25SFM and 2017-25BV to SFM Services, Inc. ("SFM") as the primary contractor and BrightView Tree Care Services, Inc. ("BrightView") as the secondary contractor, respectively; and

WHEREAS, SFM will be responsible for providing tree trimming services throughout the Town so long as they continue to meet contractual performance standards; and

WHEREAS, the Town Council approves of the Town Manager's recommendation and authorizes the Town Manager to enter into contracts with SFM and BrightView for tree trimming services in an amount not to exceed \$1,800,000.

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 contracts to SFM as the primary contractor, and BrightView as the secondary contractor in an amount not to exceed \$1,800,000.

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 Contracts 2017-25SFM and 2017-25BV with SFM and BrightView respectively, for tree trimming services.

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds in an amount not to exceed \$1,800,000.00 to implement the terms and conditions of Contracts 2017-25SFM and 2017-25BV.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contracts in substantially the form attached hereto as Exhibit “A,” with SFM and BrightView for tree trimming services 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 _____, 2017.

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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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 2017-25

CONTRACT FOR TREE TRIMMING SERVICES

Contract No. 2017-25



The Town of Miami Lakes Council:

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

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

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SECTION A. DEFINITIONS

1. **ANSI A300 Standards** means the ANSI A300 Tree Care Standards Manual, the industry-developed standards of practice for Tree care.
2. **Arborist** means a person who is currently certified by the International Society of Arboriculture, who is well versed in the art of arboriculture, including, but not limited to, Tree surgery, the identification, prevention and cure of Tree diseases and insects.
3. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract(s).
4. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
5. **Complete Tree Pruning** includes, but is not limited to, thinning, restoration, raising, and reduction pruning as defined by ISA and ANSI. It does not include specialty, hazard, clearance, or palm tree pruning as defined by ISA and ANSI.
6. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
7. **Contract** means the RFP, the addendum, and the Proposal documents that have been executed by the Proposer and the Town subsequent to approval of award by the Town.
8. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, Work Orders, Work Order Proposals, payments and other such documents issued under or relating to the Contract.
9. **Contractor** means the Successful Proposer 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.
10. **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.
11. **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.
12. **Days** mean calendar days unless otherwise specifically stated in the RFP.
13. **Designated Areas** means pre-designed districts, grids or prune routes, on which routine Tree Pruning will occur on a set cycle that includes all Trees therein.
14. **Diameter at breast height ("DBH")** means the diameter of a Tree's trunk measured at a height four and one-half (4.5) feet above natural grade. In the case of multiple-trunk Trees, the DBH shall mean the sum of each trunk's diameter measured at a height of four and one-half (4.5) feet above natural grade.
15. **Emergency Service** means service that requires expeditious action to mitigate a hazardous condition or safety risk.
16. **Hazard Pruning** means the removal of dead, diseased, decayed, or obviously weak branches two (2) inches in diameter or greater.
17. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

18. **Landscape Manual** means the Miami-Dade County Landscape Manual, latest edition, which is the official landscape manual issued by Miami-Dade County, Florida, and will act as the standard for which Work performed under this Contract will be measured against.
19. **Materials** mean goods or equipment or used or consumed in the performance of the Work.
20. **Notice of Award** means the communication to the Contractor notifying the Contractor that it has been awarded the Contract.
21. **Notice to Proceed** means the written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
22. **Price Proposal Form or Form PP** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Proposal.
23. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
24. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
25. **Proposal** means the Submittal tendered by a Proposer in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Request for Proposals ("RFP") at the time of submittal.
26. **Proposer** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
27. **Pruning/Trimming** means the selective cutting of Tree or plant parts to encourage new growth or better flowering; to remove old stems or deadwood; or to shape Trees according to ANSI A300 Standards, ISA requirements or other standards required by the Contract.
28. **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.
29. **Responsive Proposer** means the Proposer whose Proposal conforms in all material respects to the terms and conditions included in the RFP and this Contract.
30. **Responsible Proposer** means a Proposer who has the capability in all respects to perform in full the contract requirements, as stated in the RFP and this Contract, and the integrity and reliability that will assure good faith performance.
31. **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.
32. **Submittal** means the documents prepared and submitted by the Proposer in response to the RFP.
33. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
34. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
35. **Tree(s)** means any self-supporting woody plant or palm which usually has a single main axis or trunk, with a minimum trunk DBH of two (2) inches and a minimum overall height of twelve (12) feet. This definition excludes plants which are defined as shrubs, hedges, vines, or ground covers. Palms shall have a minimum height of fourteen (14) feet in order to be classified as a Tree.
36. **Unbalanced Proposal** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Proposers.

- 37. Work or Service** 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.
- 38. Work Crew** means the employees assigned by the Contractor to perform Work under the Contract.
- 39. Work Order** means a document issued by the Town awarding a specific Project to a Contractor.
- 40. Work Order Proposal** means a document prepared by the Contractor, at the request of the Town for Work to be performed on a Project.

SECTION B. GENERAL TERMS AND CONDITIONS

B1. CONTRACT COMMENCEMENT REQUIREMENTS

B1.01 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.

B1.02 WORK COMMENCEMENT CONFERENCE

Within fourteen (14) calendar days after execution of the Contract by the Town, and before any Work is performed, the Town and the Contractor will meet to review the performance requirements, the work plan, the schedule as submitted by the Contractor, the invoicing and payment process and any other details as determined by the Project Manager.

B2. GENERAL REQUIREMENTS

B2.01 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.

B2.02 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.

B2.03 HOURS FOR PERFORMING WORK

All Work must be performed every day between the hours of 10:00 a.m. and 3:00 p.m. on major streets and Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. on residential streets. Work to be performed outside these hours will require the prior written approval of the Project Manager.

B2.04 SUBCONTRACTORS

Contractor agrees to self-perform one hundred percent (100%) of the basic services provided for under this Contract, and therefore acknowledges that subcontracting of basic services is not permitted under this Contract. Contractor may with the prior approval of the Project Manager subcontract any Additional Work for the treatment of Trees for disease or insect infestation.

B2.05 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 B2.06, Authority of the Project Manager, where such authority has been delegated in writing by the Town Manager.

B2.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager, designated by the Contract Documents or Work Order as applicable, 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/or 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/or 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/or 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 and/or Consultant will have authority to require special inspections or testing of the Work, whether or not such Work is 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, will not give rise to any duty or responsibility owed 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.

B2.07 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. In the event of a severe weather event, the Town must be a priority client to the Contractor. At a minimum, Contractor must respond to the Town's requests in accordance with its Emergency Response Plan submitted under Article C4.

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.

B2.08 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.

B2.09 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.

B2.10 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 Article B10.03, Termination for Convenience, 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.

B2.11 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. 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. 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 RFP.

B2.12 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.

B2.13 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Proposer(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.

B2.14 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.

B2.15 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.

B2.16 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.

B2.17 INTENTION OF THE TOWN

It is the intent of the Town to describe in the RFP, 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 Proposals and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

B2.18 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

Mr. Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Procurement Department
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
procurement@miamilakes-fl.gov

For Contractor:

(To Be Determined)

Space intentionally left blank

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.

B2.19 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 RFP will govern over the RFP

B2.20 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.

B2.21 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.

B3. INDEMNITY & INSURANCE

B3.01 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.

B3.02 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.

B3.03 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.

B3.04 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:

B3.04-1 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.

B3.04-2 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 \$1,000,000 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.

B3.04-3 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 **One Million Dollars (\$1,000,000)** 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 **One Million Dollars (\$1,000,000)**.
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.

B3.04-4 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.

B3.04-5 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.

B4. SITE ISSUES

B4.01 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.

Contractor must verify all Site data provided to the Contractor. Where the Contractor finds a discrepancy between the data provided and existing conditions, the Contractor must immediately notify the Project Manager and provide its findings in writing to the Project Manager.

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.

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.

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.

B4.02 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.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that will result in damage to the Trees or improper cutting of the Trees or install any damaged or defective materials.

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 or applicable Work Order.

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.

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.

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.

B4.02-1 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. Impacts to traffic flow must be minimal. 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.

B4.03 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.

The Contractor is solely responsible for, and must replace and make good all loss, injury, or damage to any property including, but not limited to, landscaping, irrigation, walks, drives, structures, or utilities resulting from performance of the Work.

B4.04 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.

B4.05 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 must 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.

B4.06 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.

B4.07 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.

B4.08 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 Tree and landscape cuttings, excess leaves, waste materials and rubbish from and about the Service(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, sidewalks or gutters which have been strewn with soil, sod waste, fertilizer, tree branches, leaves or other waste must be thoroughly swept. The Project Manager shall be the sole judge as to the adequacy of the cleanup. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

Subject to the following conditions, the Contractor may be authorized to dispose of the cuttings and other debris at a site that does not require the Landscape Permit. The proposed disposal site(s) must be licensed to receive the cutting or other debris and be capable of providing the Contractor documents of disposal. Such sites and the documentation to be provided to the Town documenting disposal will be subject to the review and approval of the Town. During the Proposal evaluation process the Town may require the Proposer to submit any necessary documentation to evaluate the alternative site(s). Proposer may identify up to two (2) alternate sites. Approval of alternate sites will be at the sole discretion of the Town.

Clippings, cuttings, debris, waste material or rubbish must not be disposed of in Town-owned dumpsters, or private commercial or residential dumpsters, or thrown or washed down any storm drains.

B4.09 MAINTENANCE OF TRAFFIC

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorists and pedestrians of Work being performed. All signs must be temporary and must be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:

- a. All Contractor vehicles must have beacons and flashes on.
- b. **“MEN WORKING”** signs must be set up before starting operations.
 - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
 - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
 - Orange safety cones must be set at edges of travel lanes in the immediate area of work.
- c. Vehicles will be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

2. When a lane is to be blocked:

- a. No traffic lane may be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - Flagmen must be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
 - There must be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a Stop Work Order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a Stop Work Order.

B4.10 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

Work must be performed in a manner that minimizes the impact to vehicular traffic, pedestrians, homeowners, and Town park patrons and properties.

Staging and the location of all equipment used in the Work, including but not limited to trucks, trailers, mowers, and similar equipment, will be subject to the approval of the Project Manager. Where the Work requires that equipment be stored overnight on the public right-of-way, medians, swales, or other public property, the Contractor must obtain the prior written authorization from the Project Manager.

The Project Manager may, at his sole discretion, authorize the Contractor to store its vehicles and/or equipment on Town Property. Contractor should not anticipate approval of long term storage or use of Town Property. Such authorization will be granted in writing in advance of any such storage and only for short term usage. Should the

Contractor store any of its equipment or vehicles on Town property, the Town assumes no liability or responsibility for the safety of such equipment or vehicles.

B4.11 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all power required for the performance of the Work, including the use of generators, fuel, etc. The use of a generator is subject to the prior approval of the Project Manager and may be withheld when the Work is in a primarily residential neighborhood.

Contractor will be responsible to provide all of its employees sufficient access to drinking water at the Site(s).

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utility sources necessary to perform the Work. The ability of the Town to make utilities available to the Contractor must not form any basis for a change order or claim by the Contractor.

B5. SAFETY ISSUES

B5.01 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.

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

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 completion of the Contract.

B5.02 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.

B6. PLANS, DOCUMENTS & RECORDS

B6.01 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.

B6.02 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.

B6.03 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.

B6.03-1 Public Records

Proposer affirms, by virtue of submitting its Proposal, that its Proposal is a public record, and the public will have access to all documents and information pertaining to the Proposal and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Proposer 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.

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

B6.03-2 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.

B7. CONTRACTOR RESPONSIBILITIES

B7.01 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.

B7.02 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. All equipment must be well maintained and all hand tools must be properly sharpened to ensure no unnecessary damages to Trees or other applicable property. The Town may require the repair or replacement of equipment as reasonably necessary. Contractor must ensure that all equipment is routinely cleaned to prevent contamination of trees.

In addition to the equipment mentioned above, the Contractor must, at a minimum, own or have under long term lease/rental contract for the term of the Contract the following vehicles/equipment:

- a. 2 Trucks for the hauling and disposal of Tree cuttings, waste and debris;
- b. 2 Bucket trucks with one capable of cutting Trees 40' in height, Polecat type or similar with 360 degree trimming capabilities to avoid encroachment onto private property;
- c. Rubber tired vehicle that meets the requirements of Article D13, Pruning at Town Parks; and
- d. 1 Chipper

Contractor must list all equipment and vehicles owned or under lease or rental contract, including information on their age and whether they will be dedicated for use solely on this Project as part of its response to the

Questionnaire in the RFP. Contractor may be required during the Proposal evaluation process to provide supporting documentation.

B7.03 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 Proposals 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.

B7.04 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 ensure 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.

B7.05 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 must include all sales and other taxes for which it is liable in its Proposal price.

B7.06 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).

B7.07 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.

B7.08 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.

B7.09 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 B8.

B8. PAYMENT PROCESS

B8.01 COMPENSATION

Contractor shall be paid for actual Work performed based on the completion of Phases or Programs, unless otherwise stated in a Work Order. The Town reserves the right to prorate the compensation due to the Contractor based on Form PP submitted with Contractor's Proposal and actual number of Trees trimmed. For Work Orders issued containing Work outside the then-current Phase or Program, the compensation due to Contractor will be based on the unit price for the DBH and the type of pruning performed as contained in Contractor's price proposal.

B8.02 PAYMENTS

Payments must be based on the invoices submitted on a monthly basis for Work performed in the previous month. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor must be done in accordance with Article B8.03, Invoicing, of the Contract. All payments must be made in accordance with the State of Florida Local Government Prompt Payment Act.

B8.03 INVOICING

Contractor must invoice upon completion of a Designated Area or Annual Program at the following completion intervals: 25%; 50%; 75%; and 100%, unless otherwise approved in writing by the Project Manager. The invoice must be signed by the Town Arborist with a statement that the Arborist is certifying that the invoiced Work meets the standards and requirements established in the Contract.

Contractor must use the Town's Tree Trimming Invoice Form ("Invoice") for the 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 will be made available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358.

Contractor must include the following information with each invoice:

- Name and address of Contractor
- Contract Number
- Date of Invoice
- Invoice number (cannot be repeated)
- Timeframe covered by the invoice
- Work Order number (for additional services only)
- Location of Work performed (based on Work Plan)
- Specific Trees pruned, including:
 - Tree by GPS location or Tree number (Tree numbers to be used where it is provided by the Project Manager)
 - Two digital color photographs of each Tree, one prior to pruning and another one after pruning. Photographs will be in digital format, i.e. .jpeg, and submitted to the Town in a method, order and format acceptable by the Town.
- Trees pruned by price category, including:
 - Number of Trees, unit price, and extended price
- Additional Services or costs allowed by the Contract
- Total Value of Invoice

When Contractor invoices for an Additional Service, Contractor must include receipts for all materials purchased during the performance of Additional Services, when applicable.

B8.04 REIMBURSABLE EXPENSES

Copies of receipts for all materials purchased for the Work. All reimbursable expenses must receive prior written approval from the Project Manager before the expense is incurred. Reimbursable expenses must only apply to Additional Work issued under Articles C8, Additional Work, and C9, Work Orders, and for permits issued for M.O.T. Reimbursable expenses must not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

B8.05 LINE ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B8.06. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Price Proposal Form contains line item prices and the Proposer is required to submit prices for all line items. Where a Proposer fails to provide line item prices for all line items the Proposal will be rejected as non-responsive.

B8.06 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 set forth in Article B9.02.

B8.07 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

B9. CONTRACT MODIFICATIONS & DISPUTE PROCESS

B9.01 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 B9.06. 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.

B9.02 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.

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 Order 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 C8.03.

B9.03 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.

A Force Majeure event **does not include** inclement weather except that which is permitted by Florida law and does not include the acts or omissions of Subcontractors or suppliers.

B9.04 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 performance of the Work beyond the Contract Time, Notice to Proceed and/or Work Order by the neglect or failure of the Town or by a Force Majeure, then the time frame set forth in the Contract Documents or Work Order will be extended by the Town subject to the following conditions:

1. The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed; and
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 C9.05, 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 effectuated using the procedure set forth in Article B9.02, Change Orders, 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.

B9.05 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 B9.04.

Failure of Contractor to comply with Article B9.04, 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.

B9.06 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles B9.02 and B9.04 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 B2.18, Notices, within five (5) calendar days from the date 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 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, 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 B9.04, and Article B9.05. 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.

B9.07 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 Procurement Department as identified in Article B2.18, 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.

B9.08 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 the Work must not be delayed or postponed pending resolution of any disputes or disagreements. Failure to continue the Work will place the Contractor in default of the Contract.

B9.09 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.

B9.10 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 B10.03, 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 Manger 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.

B9.11 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.

B9.12 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.

B9.13 NINETY DAY CONTRACT EXTENSION

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

B10. EARLY TERMINATION & DEFAULT

B10.01 CONTRACTOR DEFAULT

B10.01-1 Event of Default

An Event of Default ("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; or
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

B10.01-2 Notice of Default-Opportunity to Cure

In the Event of Default, the Town may, at its sole discretion, notify the Contractor of its Default, specify the basis for such Default, and provide the Contractor with an opportunity to cure within a time frame specified by the Town. The Town reserves the right to terminate the Contract should Contractor fail to cure its Default within the specified time frame. Regardless of whether the Town issues such notification, the Town retains the right to terminate the Contract for Default under Article B10.01-3 and seek all remedies available at law.

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.

B10.01-3 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.

B10.02 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") and must:

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. Turn over all documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, 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-cancellable 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.

B10.03 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.

B10.04 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.

B11. 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.

B12. 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.

END OF SECTION

SECTION C. SPECIAL TERMS AND CONDITIONS

C1. SCOPE OF WORK

Contractor must provide all personnel, equipment, tools, labor, supervision, and other items and services, both necessary and incidental to ensure that the Tree Trimming Services are performed in a manner that will maintain healthy Trees and present a clean, neat, and professional appearance. All Work must be performed in accordance with the requirements of the Contract Documents.

Contractor may be required to perform the following tree maintenance activities, as further defined in Section D herein, throughout the Town:

- a. Tree Pruning
- b. Tree Removal
- c. Tree Planting
- d. Crew Rental
- e. Emergency Response
- f. Clearance Pruning
- g. Grid Pruning Program
- h. Tree Watering
- i. Small Tree Care
- j. Palm Trunk Skinning
- k. Root Pruning
- l. Specialty Equipment Rental
- m. Arborist Services/Inspection
- n. Foliar and Pesticide Treatments (if necessary)

C2. CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and will remain in effect for a period of three (3) years from the date of execution by the Town or until the Contract value has been expended. No Work shall commence until a written Notice to Proceed is issued.

C3. CONTRACT TERM EXTENSION INCENTIVE

As an incentive to fully meet Town service expectations, the Contractor will be granted a six (6) month extension of the Contract term, beyond three (3) years, or thirty-six (36) months, for each Phase the Contractor completes with a total average of one hundred fifty (150) trees trimmed per week at a ninety eight percent (98%) acceptable trim rate. The Contract Term Extension Incentive provision will become effective immediately upon the commencement of the Work.

Example: Phase II has 2646 Trees. If Contractor starts the Work on October 21, 2017 and completes the Work on February 22, 2018, and the Work is completed with a 98% acceptable trim rate, then Contractor has completed the Phase with an average of 150 trees trimmed per week and will be granted six (6) month extension to the contract for a total of forty-two (42) months.

Each extension will be effectuated through the procedure set forth in Article B9.02, Change Orders. The maximum term of the Contract, excluding the extension option provided for in Article B9.13, will not exceed five (5) years or sixty (60) months.

C4. EMERGENCY RESPONSE TIME

The Contractor shall be required to provide emergency on-call response to Prune Trees that present a hazardous condition or have sustained damage as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a Town authorized representative. Contractor must respond within one (1) hour during regular working hours and within two (2) hours after regular working hours.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon execution of the Contract. Should the contact persons or their phone numbers change during the course of the contract, Contractor must notify the Town of those changes within two (2) calendar days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

C5. SUPERVISION OF THE WORK

In addition to the requirements of Article B7.03, Supervision of the Work, the following provisions apply to Work performed under this Contract:

C5.01 FIELD SUPERVISOR

Contractor must have a competent English-speaking Field Supervisor that is certified by ISA or similar certification. The Field Supervisor shall be responsible for the day-to-day management of the Work for the Contractor. The ISA certification may be substituted with three (3) years of field supervisory experience in work of a similar size, scope, and complexity and/or related certifications. Such substitution must be approved in advance by the Project Manager.

All directions given to the Field Supervisor by the Project Manager will be binding on the Contractor as if they were given directly to the Contractor. Supervisor must be fully trained and aware of all established standards for Tree trimming as well as rules, regulations, and standards related to this Contract. The Field Supervisor must comply with all directions of the Arborist in the pruning of the Trees.

C5.02 ARBORIST

Contractor is required to have on staff an Arborist certified by the International Society of Arboriculture ("ISA") with a minimum of three (3) years' experience on projects of similar size, scope, and complexity. The Arborist must be on site for a minimum of eight (8) hours per week. The Arborist shall visit the Work site(s) daily to ensure compliance with the standards required in the Contract Documents. The Arborist will be the sole individual responsible for the decision on behalf of the Contractor for Tree Trimming requirements, including the removal or invasive species in lieu of Trimming. The Field Supervisor shall take all directions on Tree Trimming from the Arborist.

C6. SCHEDULING

Based on the accepted Work Plan the Contractor will prepare an initial two week schedule to submit for review and acceptance by the Project Manager. The initial two week schedule must be submitted with the initial submittal of the Work Plan. Each week, the Contractor must update the two week schedule based on

the performance during the previous week, which shall be subject to the review and acceptance of the Project Manager. Contractor must maintain a two week schedule at all times, unless otherwise approved in writing by the Project Manager.

C7. QUALITY CONTROL PLAN

Within fourteen (14) calendar days from the date of Contract execution, the Contractor must provide a Quality Control Plan ("QCP") to the Project Manager for review and acceptance. The basic premise of the QCP is that the Contractor is responsible for quality control. All methods, procedures, and forms shall support this premise. The QCP must clearly identify how the Contractor will ensure that the Work is performed to the standards established in the Contract Documents. The QCP must provide for the Arborist checking the daily progress of the Work at each location where Work is being performed. These checks by the Arborist shall be in addition to the requirement for daily supervision under Article C5.02. At a minimum the QCP must address:

- a. An inspection system that is tailored to the different types of areas and Work covered under the Contract.
- b. A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or Town inspectors or the Project Manager point out the deficiencies.
- c. A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible); and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur.
- d. A system that provides the Project Manager access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken.
- e. The identity of all personnel who will be performing QCP inspection by name, and title. The person who actually performed the Work shall not perform Quality Control inspections.
- f. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the Town.)
- g. The methodology in which the firm will handle complaints from the public and damage to public and private property.
- h. A written description of the firm's plan to report greenwaste generated and the method for its disposal.

Where the QCP is returned by the Project Manager for revisions or corrections, the Contractor shall resubmit the QCP within seven (7) calendar days of receipt from the Project Manager, with the requested revisions or corrections. The Contractor will not implement any changes to its approved QCP prior to review and acceptance by the Project Manager

The Contractor must conduct Quality Control inspections using qualified personnel (i.e. – personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services) and provide documentation of the results to the Project Manager on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. Where the inspector is anyone other than the Arborist, the Arborist will also sign the inspection report acknowledging that the Arborist has reviewed inspection report. All completed inspection reports must be submitted to the Project Manager.

C8. ADDITIONAL WORK

The Town may request the Contractor to perform additional work for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Project Manager with a Work Order Proposal in accordance with Article C9 below. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Project Manager shall issue a Work Order for the Contractor to perform the additional Work.

Any Specialty Pruning Work will be issued by Work Order as Additional Work.

C9. WORK ORDERS

The Town shall issue a Work Order for all Additional Work to be performed by the Contractor. Upon receipt of a request for Additional Work from the Project Manager, the Contractor shall prepare a Work Order Proposal. Work Order Proposals shall use a time and materials basis unless otherwise approved by the Project Manager. The Work Order Proposal must include the following:

- A detailed description of the work to be performed, and if required the method(s) to be used in performing the work.
- Information on materials to be used (including any MSDS data sheets)
- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the contract. (should a classification or hourly rate not exist, the additions will be subject to the approval of the Project Manager and will be added to the Contract through the Change Order process set forth in Article B9.02).
- Timeframe for completion of the work from the issuance of a Notice to Proceed by the Town.
- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

C10. INSPECTIONS

All Town Trees must receive routine maintenance and periodic inspections. Any issue pertaining to the health or appearance of any Town Tree that is visible during an inspection, but not considered hazardous, must be reported to the Town for direction and/or further evaluation. In addition to issues revealed during periodic inspections, Contractor's Work Crew must notify the Town of any issue pertaining to the health or appearance of any Town Tree if the issue is clearly visible while performing maintenance in the area. Proper notification is to be made in writing to the Project Manager. Issues considered to be hazardous must be communicated to the Project Manager within twenty-four (24) hours of discovery. Contractor must notify the Town of nonhazardous issues as early as practicable from the time of discovery, with the condition that the Town receives notice with enough time to address the issue before it becomes hazardous.

The Town will perform periodic announced and unannounced inspections to check the performance of the Work for compliance with the Contract requirements. At the completion of the Work in a specific section of the Plan or Work Order the Town shall perform a scheduled inspection at the site with the Contractor's Field Supervisor and Arborist prior to the submission of an invoice.

C11. LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to perform the Work to in accordance to the standards established in the Contract Documents. In the event the Project Manager determines that the Work was not

performed to the standards established in the Contract, the Town may take the following action, which is hereby agreed upon as liquidated damages and not as a penalty:

- Where possible the Town shall direct the Contractor to correctly prune the Tree(s) in accordance with the established standards at no additional cost to the Town within 48 hours of notification. Failure to prune the tree within 48 hours shall result in a \$250 inspection fee assessed.
- Where it is not possible to correct the pruning of the Tree(s) to the established standards the Town shall deduct the applicable cost of the pruning of the Tree(s) based on the Contract price for the type of pruning and the DBH in addition to a \$250 inspection fee.
- Where the pruning of the Tree(s) evidences the Tree(s) is dying or has sustained stress or damage that reflects a reduced lifespan within two (2) years of Pruning, the Town may direct the Contractor to replace the Tree(s) at no cost to the Town, with a similar Tree(s) in addition to a \$250 inspection fee.
- For each incident of Tree abuse the Town shall deduct \$250.00 from any payment(s) due the Contractor. This includes, but is not limited to, incorrect pruning, lion tailing, hat racking, girdling, spiking, over pruning a stressed Tree, pruning that leads to infestation or disease, cambium layer penetration, or damage to or excessive cutting to the root system.
- For each instance where the Contractor has improperly disposed of Tree cuttings, waste materials, or debris in violation of Article B4.08, \$250.00 shall be deducted from any payments due the Contractor.

The Town shall have 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, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Contractor shall pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town shall 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.

C12. WARRANTY

Contractor warrants that all Work will be performed in accordance with the requirements of the Contract Documents. Where the Town determines that the Work has not been performed in accordance with the requirements of the Contract, the Contractor must correct the Work at no cost to the Town and/or the Town may reduce payments in accordance with Article C11, Liquidated Damages.

C13. RESTRICTION ON PARKING

Where parking areas must be blocked off to perform the Work, the Contractor can post "No Parking" notices or similar signs forty-eight (48) hours in advance of the Work. Barricades may also be used to block the spaces the day before the Work is to be performed.

C14. TRAINING

Contractor must provide all required training to its employees performing Work under this Contract. Employees must be provided training commensurate with the Work they will be performing. At a minimum, employees should receive the following training:

- Training on all tools used in the Work
- Work practices

- OSHA safety procedures and equipment
- ISA and ANSI A300 Standards and requirements

Contractor must provide proof of training of the workers who will perform Work upon the request of the Project Manager. Where the Contractor replaces or adds workers to perform Work, the Contractor must provide proof of training prior to the worker performing any Work. The Project Manager may direct the Contractor to remove any worker for whom the training documentation has not been provided.

C15. REPORTS

Each month, the Contractor must submit a report to the Project Manager monthly for Work performed in a Designated Area identifying the Work performed in the previous month. The report must be signed by the Arborist. The format of the report shall be subject to the approval of the Project Manager and at a minimum must include:

- a. Trees trimmed, including GPS coordinates or Tree numbers (Tree numbers will be used where the numbers have been provided by the Project Manager);
- b. Type of trimming performed;
- c. Any special information concerning the condition of the Trees; and
- d. Digital photographs as required under Article B8.03 on a USB or other acceptable digital format
- e. Additional Services provided

C16. TREE INVENTORY SOFTWARE

The Town uses ArborPro Tree Inventory software as a tool to manage the Town's Tree Inventory. As the application is improved, the Town anticipates the application may transition to a cloud based software allowing crews to receive and provide real time information about tree care services. Should the Town elect to use such software during the Contract Term, the Contractor agrees to also use this software during the performance of the Work. Contractor, at its sole expense, will be responsible for the purchase of any software licenses or electronic devices required to implement use of said software in the performance of the Work.

END OF SECTION

SECTION D. PERFORMANCE WORK STATEMENT

D1. OBJECTIVES

OBJECTIVES

The Town estimates that it has 14,500 Trees that will require periodic pruning services over a three-year period.

Tree Trimming and pruning objectives include, but are not limited to:

- Improve structural strength and reduce failure potential (including dead branch removal)
- Prevent or mitigate a pest problem
- Improve aesthetic characteristics
- Provide clearance for pedestrians, vehicles, and structures
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Reduce maintenance costs (i.e., when applied to young Trees)
- Influence flowering and fruiting of some species

In addition, the Contractor may be required to perform the following tree maintenance activities throughout the Town:

1. Tree pruning
2. Tree removal
3. Tree planting
4. Crew rental
5. Emergency response
6. Clearance pruning
7. Grid pruning program
8. Tree watering
9. Small tree care
10. Palm trunk skinning
11. Root pruning
12. Specialty equipment rental
13. Arborist services/inspection
14. Foliar and pesticide treatments if necessary

D2. TREE TRIMMING/PRUNING STANDARDS

All tree pruning shall comply with good arboreal practice for the particular species of trees and shall be consistent with the pruning standards and best management practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

Unless otherwise specified the following standards, and any subsequent updates or revisions, shall be used in the performance of the Work. Where there is a conflict in these standards the Contractor shall bring the conflict to the attention of the Project Manager who shall make the binding determination as to which standard(s) shall apply.

- ANSI A300-2008
- ANSI Z133.1 Safety Requirements for Arboricultural Operations
- ANSI Z133 Safety Requirements
- OSHA Electrical Power Standard 1910.269
- ISA Best Management Practices: Tree Pruning
- National Arborist Association Pruning Standards

D3. ANNUAL PRUNING PROGRAM

The Annual Pruning Program (“APP”) will be a comprehensive, proactive plan for tree trimming services throughout the Town, which will be developed as a collaborative effort of the Contractor(s) and the Town. It includes routine tree pruning per pre-designed districts, grids or prune routes (“Designated Areas”) on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), and the ANSI A300. The intent of this contract is to have all designated Trees pruned a minimum of one time by the end of the 3-year contract period.

The Town currently possesses information on approximately 14,000 Trees in the Town, which is provided in Appendix A. Maps reflecting the location of the 14,000 Trees is provided for information purposes only. The Town anticipates it will add additional Trees during the term of the Contract as new annual tree plantings are completed.

All work to be done under the APP will be divided and completed in three phases: Fall-Summer 2017, Fall-Summer 2018 and Fall-Summer 2019. Phase I (map and inventory is exhibit 1) shall be completed within three hundred (300) calendar days between October 1, 2017 and August 30, 2018. Phase II (map and inventory is exhibit 2) shall be completed within three hundred (300) calendar days between October 1, 2018 and August 30, 2019. Phase III (map and inventory is exhibit 3) shall be completed within three hundred (300) calendar days between October 1, 2019 and August 30, 2020. If the Contract is extended, the program continues beginning with Phase I again. The Project Manager may amend the APP schedule as necessary with the goal of completing each phase within each of the Town’s fiscal years.

At its option, the Town may approve an APP of its palm trees (map and inventory is Exhibit 4) and aesthetic pruning of trees on major corridors (map and inventory is Exhibit 5) (NW 154 Street, Town Center-Miami Lakeway North, NW 82 Avenue, NW 87 Avenue, and NW 67 Avenue). If assigned to the Contractor, the Contractor shall have thirty (30) days to complete each of the programs.

The Town reserves the right to reduce quantities or amend the pruning programs as necessary.

D4. WORK PLAN FOR DESIGNATED AREAS

Initially the Town will provide the Contractors with Designated Area(s) for Pruning, with each Designated Area having a combined minimum total of 100 Trees.

As required by Article B1.02, within fourteen (14) days of Contract execution, the Project Manager and designated Town Staff will meet with the Contractor(s) for a Work Commencement Conference to discuss details of the Work. At this conference the Project Manager will initially identify a minimum of two Designated Areas and establish a priority order for the Work to be performed. Within ten (10) calendar days of the meeting the Contractor(s) shall prepare an individual Work Plan (“Plan”) for each Designated Area that clearly identifies the location, need for Pruning, Pruning objectives, Pruning specifications, scope of Pruning, and frequency of Pruning, and the timeframe to complete the Work in the Designated Area. A checklist shall

be developed by the Contractor as part of each of the Designated Areas, which will then be one of the tools used by the Town to determine if the Work has been properly completed.

The submittal of each Plan to the Project Manager shall occur within two weeks of the designated area(s) being assigned to the Contractor(s).

Upon completion of the initial Designated Areas, the Project Manager will meet with the Contractor(s) to review the performance of its Work. At this meeting, the Project Manager will also determine how many new Designated Areas the Contractors will be provided. Contractor will prepare and submit a new Work Plan for each new Designated Area within ten (10) days of being assigned additional Designated Areas, unless otherwise agreed to by the Project Manager and the Contractor(s).

The assigning of new Designated Areas will be based on the Project Manager's determination that the Contractor has complied with the requirements of the Contract Documents, inclusive of the standards established in the Contract for Pruning and Trimming.

The Plan(s) must be approved and signed by the Arborist and submitted to the Project Manager for review prior to the commencement of any Work. No Work shall be performed prior to the review and written acceptance of the Work Plan by the Project Manager.

Any Pruning that is requested by the Project Manager that is outside a Designated Area shall be assigned under Articles D8 and D9.

D5. METHODS AND AMOUNT OF PRUNING

Pruning shall be performed in a manner that maximizes the production of energy by the Tree for growth and pest resistance and is consistent with industry practice for the size and species of the Tree being pruned. Pruning should be limited to the amount needed to accomplish the pruning objectives. Excessive pruning or overthinning, which can stimulate water sprout development should be avoided. Excessive pruning may also result in loss of Tree form and reduction of light penetration.

All dead, broken, damaged, diseased, or insect infested limbs are to be removed at the trunk or main branch. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches are not to be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the Tree. Trees shall be pruned to thin smaller limbs to distribute the foliage evenly. All dead wood, damaged limbs, or limbs considered to be a hazard must be removed as part of the trimming process. Canopies may need to be reduced on larger trees when deemed necessary. All limbs removed need to be cut in accordance with ANSI A300 standards. No more than 25% of the crown of a Tree shall be removed within an annual growing period, unless otherwise specified by the Project Manager. The percentage of foliage removed should be adjusted according to age, health, and consideration of the species.

The Contractor shall notify any impacted residents and/or businesses forty-eight (48) hours in advance of pruning.

D6. WHEN TO PRUNE

Typically, Trees can be pruned throughout the year. However, pruning should be avoided when leaves are forming or falling or during flowering periods

D7. WOUND TREATMENT

Pruning wound treatments must not to be used without the prior approval of the Project Manager. Furthermore, such treatments will not be approved unless the Town is provided clear and convincing

scientific evidence that such treatment(s) reduce decay or accelerate wound closure. The approval of the use of such treatments shall be at the sole discretion of the Project Manager.

D8. PRUNING EQUIPMENT

To promote callus development and wound closure, it is important to make clean pruning cuts. Bark surrounding the cut should not be torn, shredded, stripped away, or otherwise separated from the wood. This can be accomplished by using pruning equipment that is sharp and sized appropriately for the job. Clean, well-maintained equipment (blades, chains, bars, and air/fuel filters) produces cleaner cuts with less effort, improves worker safety, and reduces the potential for the spread of pathogens.

Climbing spikes, gaffs, spurs or **shall not** be used. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning Trees infected with a pathogen that may be transmitted (on tools) from one Tree to another. Disinfectants should be used before and after pruning individual Trees.

D9. PRUNING TYPES

Different types of pruning can be used to achieve different objectives, including; thinning, restoration, raising, reduction, specialty, palm tree, hazard specialty, water sprout removal, which must be performed as described in ANSI A300 Standards and ISA Best Management Practices: Tree Pruning. As such, it is important to select the correct type of pruning to achieve the selected objective.

Cuts shall be made in a manner to promote fast callous growth and final pruning cuts are to be made without cutting into the branch collar or the branch ridge.

D10. PROHIBITED PRUNING TYPES

The following types of pruning or cuts are prohibited or require prior approval from the Project Manager:

- Topping is not permitted.
- Lions Tailing is not permitted.
- Girdling or barking

Notwithstanding the foregoing, any pruning or cuts that are not in accordance with the standards established by the Contract Documents or applicable ISA or ANSI standards are prohibited or require prior approval from the Project Manager.

D11. STRESSED TREES

Generally, pruning should be limited to the removal of dead branches and significant structural defects. Removal of live branches and associated leaf area should be minimized or avoided.

D12. STREET PRUNING

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures shall be determined by the Project Manager and will conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the

- tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
 - c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.
 - d. Trees shall be trimmed to provide a minimum clearance of ten (10) feet over structures/roof lines. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Street pruning includes all portions of the tree canopy even if the canopy overhangs private property. A polecat or other 360 degree aerial lift should assist with trimming trees without encroaching onto private property.

D13. PRUNING AT TOWN PARKS

Contractor shall use caution in the performance of the Work in areas where the public is present in a Park.

Removal of Tree limbs and other debris shall be performed by human means to a location where a light weight all terrain type vehicle with a trailer can be used to haul the Tree limbs and debris from the site. The vehicle shall be have rubber tires and shall be similar to a John Deere Gator with a vehicle weight not exceeding 900lbs and the trailer should have a carrying capacity that does not exceed 400lbs. The use of any vehicle without rubber tires or exceeding the stated capacity must be approved by in writing by the Project Manager prior to the use of such equipment.

D14. PRUNING YOUNG & JUVENILE TREES

Young Trees need to have a strong, well-established central leader, strong branch attachments, adequate spacing/distribution of scaffold branches, and temporary branches retained both between scaffolds and below the lowest scaffold. Training of young Trees is an on-going process for most species so structural characteristics need to be established as soon as possible.

Pruning should accentuate the natural branching habit of a Tree and should also correct structural problems. By correcting any defect in the structure of a young Tree, pruning helps develop a mechanically stronger and healthier Tree.

D15. PALM PRUNING

Generally, only dead palm leave fronds should be removed. The removal of live fronds should be limited to those that are broken or severely chlorotic. Fronds should be should be severed close to the petiole base, being carefully to avoid damage to living tissue. All flower structures are fruit shall be removed at each pruning. To avoid transmitting disease-causing organisms on pruning tools, Contractor must disinfect tools before and after pruning individual Trees.

D16. ROOT PRUNING

Root pruning should be considered only when other options for correcting a conflict between roots and infrastructure are deemed not practical as this practice results in the loss of roots impacting both Tree health and structural stability. Certain Trees should not be root pruned, such as Trees in poor condition or Trees that are leaning. In addition, some species do not respond well to root pruning.

Trees requiring root pruning should be included as part of the Work Plan. Where root pruning is identified at a later date an assessment and plan shall be performed and developed by the Arborist. The assessment and

plan must be signed by the Arborist and submitted to the Project Manager prior to the performance of any Work. To minimize root-pruning impacts, a Tree assessment should be conducted prior to pruning. Both Tree and site conditions need to be evaluated to determine the potential for injury and structural stability loss. Following the assessment, a plan should be developed that identifies the maximum allowable size of roots to be cut, allowable proximity to the trunk for cuts, time of year when root cutting is allowable, and the most suitable method for making cuts. Both the assessment and plan should be completed by a qualified arborist. Crown pruning prior to or following root pruning shall be done only in cases where the potential for structural failure may increase substantially because of root pruning.

D17. HERBICIDAL TREATMENT

Prior to pruning any Tree(s) Contractor shall inspect the Tree(s) for any infestation, mold, disease, or any other adverse conditions. Contractor shall immediately notify the Project Manager of such condition in writing within two (2) calendar days of discovery and shall also include such information in its monthly report. The Project Manager may direct the Contractor, as and Additional Service, to provide a Work Order Proposal for the treatment of the Tree(s). The Price Proposal Form requires that prices be provided for the treatment of whitefly bases on the DBH of a Tree(s). Contractor shall not be required to treat for whitefly unless the Project Manager issues a Work Order.

D18. SERVICE REQUEST TREE PRUNING

Trees that need service prior to their scheduled annual trim shall be trimmed according to the following timeline. The Town shall provide a list of Work Orders to the Contractor during the last week of each month. The service requests on that list shall be completed within the first two (2) weeks of the following month.

The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and ten (10) feet over walkways and property roof lines. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

D19. TREE REMOVALS

Contractor is responsible for calling for underground locates when directed by Town to perform Tree removal. Contractor will be responsible for removing Trees as directed and hauling away all debris. Contractor's Work Crew must grind stumps to a depth of twelve (12") to sixteen (16") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The Town's Project Manager shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in accordance with the ISA and ANSI A300 standards for the arboricultural profession.

All wood from removed trees is the property of the Town and shall be disposed of at the direction of the Project Manager. No wood shall be left along the public right-of-way unless approved by the Project manager. All Tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The Town is responsible for marking Trees so that they are easily identifiable by underground locates and the Contractor. The Contractor shall be required to call underground locates at least two (2) calendar days before stumps are to be ground out. All tree stumps must be removed to at least eighteen (18") inches below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

D20. TREE PLANTING

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Project Manager and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and workmanship. Tree pricing will be determined through an estimate from an approved nursery and with a 10% markup. Installation, delivery, and grow-in maintenance costs are established as part of this Contract.

- a. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the Town in accordance with the specifications herein.
- b. The Town shall be responsible for marking locations and the Contractor will notify underground locates prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil

should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

- g. All trees shall be staked with two wooded lodge poles and two ties per pole or Town approved system.
 - i. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- h. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- i. In some cases, root barriers may be required. The Town will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the Town and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

D21. CREW RENTAL

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

D22. TREE WATERING

Watering is performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

D23. SMALL TREE CARE

The Town requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

END OF SECTION

SECTION E. CONTRACT EXECUTION FORM

This Contract **2017-25** is entered into this ____ day of _____ in the year **2017**, in an amount not to exceed \$1,800,000 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 written above.

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:

By: _____

By: _____

Name: _____

Title: _____

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)



Tree Trimming Services
RFP 2017-25

Part A – Technical Response



Due: July 7th, 2017

1	Company Declaration
2	Qualifications of Proposer
3	Financial Stability
4	Experience of Proposer
5	Project Approach and Schedule
6	Forms
7	Addendum
8	Proposal
9	Company Information
10	Qualifications (Insurance, Licenses, Equipment List)
11	Staffing
12	Safety, Drug Free, Uniforms
13	Client Reference Letter Form, Current & Prior Experience
14	Distinctive Services Offered
15	Community Involvement

**Company Profile and Declaration
Form 1**


Project Name: Town of Miami Lakes Tree Trimming Services

Solicitation Number: RFP No. 2017-25

Submitted By: SFM Services, Inc.
(Respondent Firms' Legal Name)

N/A
(Respondent D/B/A Name, if used for this Project)

Christian Infante, President
(Name and Title of Officer Signing the Submittal for the Respondent)


(Signature of Officer)

N/A
(Contact Name, if different from Officer)

9700 NW 79 Ave.
(Street Address)

Hialeah, Gardens, FL 33016
(City/State/Zip Code)

cinfante@sfmtservices.com (305) 818-2424
(Email Address) (Phone Number)

Declaration

I, Christian Infante, hereby declare that I am the
(Print Name)

President of SFM Services, Inc.
(Title) (Name of Company)

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; all information in this Company Profile and Declaration and information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes.
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the RFP Documents.
3. The Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms.
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP.
5. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices
6. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal.
7. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be mad by the Town as part of the evaluation process.
8. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP.
9. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal.
10. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. 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.
11. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor.
12. Respondent has reviewed a copy of the Contract, included as an Attachment to the RFP.
13. Respondent 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, Respondent must

provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

14. Respondent has visited the site(s) where the work is to be performed and is familiar with the conditions under which the work will be performed and that the Respondent has fully reviewed the drawing/plans and specifications and is fully familiar with the work to be performed. The failure to become fully familiar with the site conditions and drawings shall not form the basis for any request for additional compensation or completion of Project in compliance with the RFP documents.

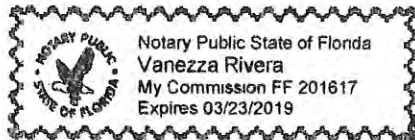
This declaration was executed in Miami-Dade County, State of Florida on 2017.

(signature)

Subscribed and sworn to before me this 30 day of June, 2017.

(signature)

(Notary Seal/Stamp)



Company Qualification Questionnaire

Form 2, Part 1

Additional pages may be added if necessary utilizing the same format. Some information may not be applicable apply. In such instances insert "N/A".

1. Years has your company been in business under its current name and ownership? 11

a. Professional Licenses/Certifications (include name and number)* Issuance Date

Christian Infante ISA Cert # FL-5916A 6/2008

Jose Infante ISA Cert # FL-0273A 1/1998

Jose Infante FNGLA # M3900033 3/2010

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

If other, please describe the type of company: N/A

a. FEIN/EIN Number: 59-2766887

b. Dept. of Business Professional Regulation Category (DBPR): Construction

i. Date Licensed by DBPR: 11/2007

ii. License Number: FR03461

c. Date registered to conduct business in the State of Florida: 8/12/2003

i. Date filed: 1/9/1987

ii. Document Number: M44559

d. Primary Office Location: 9700 NW 79 Ave, Hialeah Gardens, FL 33016

e. What is your primary business? Landscaping and Tree Trimming
(This answer should be specific)

f. Name of ISA Certified Arborist, license number, and relationship to company:

Christian Infante, Certified Arborist, # FL5916A - President

g. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
South Florida Maintenance Services, Inc.	# 174396-3	8/12/2004
PM Security Services, Inc.	# 304257-9	9/6/2003

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Christian Infante	President	49%
Jose Infante	Vice President	51%

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

Jose Infante - 51% Christian Infante - 49% SFM Janitorial Services, LLC
 Jose Infante - 51% Christian Infante - 49% SFM Security Services, LLC

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
Christian Infante	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Infante	Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 720

b. Total No. of Managerial/Admin. Employees: 33

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

General Labor Code # 540, # of employees - 697

Managers Code # 702, # of employees - 30

Officers Code # 701, # of employees - 3

5. Employer Modification Rating: .94

6. Insurance & Bond Information:

a. Insurance Carrier name & address: Old Republic Insurance Company
c/o Wells Fargo Insurance Services, USA, Inc.
2601 S. Bayshore Drive, Ste. 1600 Coconut Grove, FL 33133

b. Insurance Contact Name, telephone, & e-mail: Jose Sardinas
(305) 443-4886 jose.sardinas@wellsfargo.com

c. Insurance Experience Modification Rating (EMR): .94
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 48 - \$647,302.24

e. Bond Carrier name & address: Security Bond Associates, Inc.
10131 SW 40 St. Miami, FL 33165

f. Bond Carrier Contact Name, telephone, & e-mail: Mr. Burt Harris
(305) 552-5414 harrisbond@aol.com

g. Number of Bond Claims paid out in last 5 years & value: none

7. Have any lawsuits been file against your company in the past 5 years? ☒ Yes ☐ No

If yes, identify each lawsuit and its current disposition. For each lawsuit provide the year, the basis for the claim or judgment, and the settlement unless the value of the settlement is covered by a written confidentiality agreement. If additional space is required, continue on a separate sheet.

Case # 13-33615-QA-01 Jesova Mesa VS Town of Miami Lakes,

3rd Party VS SFM Services, Inc. FKA South Florida

Maintenance Services, Inc. This case was Settled and Closed.

8. 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, provide details on a separate sheet.

9. Key Staff or Principals (including stockholders with over 10% ownership) of the company ☐ have/☒ have not been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. Explain any convictions or pending action on a separate sheet.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, 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, provide details on a separate sheet.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. Provide an attachment listing all equipment, with a value over \$3,000, owned by your company. Please refer to Article B7.02 of Attachment A, the Contract, for vehicle and equipment requirements for this RFP.

14. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

Company Qualification Questionnaire
Form 2, Part 2
Safety Qualifications

Solicitation Number: RFP No.: 2017-25

Project Name: Town of Miami Lakes Tree Trimming Services

Please provide the following information concerning your company's safety performance and record.

Company's Name: SFM Services, Inc.

Address: 9700 NW 79 Ave. Hialeah Gardens, FL 33016

Phone No.: (305) 818-2424 Email Address: cinfante@sfmservices.com

Web Page (if existing): www.sfmservices.com

Name of company representative completing this form: Christian Infante

Title: President

Date questionnaire completed: 6/29/2017

Previous calendar year total employee hours worked: 245,440

Previous calendar year OSHA 300 logs:

- Attach latest updated annual recordable injury/illness OSHA 300 log
- Attach OSHA 300 log from the previous three (3) calendar years.

Previous calendar year OSHA Lost Work Day Incident Rate: = 3.2

Lost Work Day Incident Rate = Total number of recordable injuries or illnesses with days away from work x 200,000 divided by the total number of hours worked by all employees.

Previous Calendar Year OSHA Recordable Incident Rate: = 9.7

Recordable Incident Rate = Total number of OSHA recordable injuries and illnesses x 200,000 divided by the total number of hours worked by all employees.

Previous Calendar Year Severity Rate: = 0.81

Severity Rate = Total number of lost work days x 200,000 divided by the total number of hours worked by all employees.

EMR: Experience Modification Rate: List your company's EMR for the last three (3) years and attach documentation from your insurance company on their letterhead with their representative's signature and title. If your company does not have an EMR enter "N/A".

Year	EMR
_____	_____
_____	_____
_____	_____

Citations: Has your company received any citations in the past three (3) years from any government agency? ☐ yes ☒ no If yes, include copy of citation(s) and abatement action(s).

Safety Program: Does your company have a written Safety and/or Health Program, including a mission statement, policies, and procedures

☒ yes

☐ no

If yes, check the following that your safety program includes:

Accident Reduction Program

☒

Safety Committee

☒

Asbestos Abatement Program

☐

Drug Free/Substance Abuse Program

☒

If checked, attach a brief description of the Program (not to exceed ½ page per Program)

*See
Enclosed.*

Please check the following that your training program includes:

Asbestos abatement

☐

Hot Work

☐

Asbestos awareness

☐

Injury/Illness Record Keeping

☐

Asbestos training

☐

Lockout/Tagout

☐

Company safety policy

☒

New Hire Orientation

☐

Company safety rules

☒

OSHA 10 hour certification

☐

Confined spaces

☐

OSHA 30 hour certification

☐

CPR/First aid training

☒

Pre-job safety inspection

☐

Electrical safety

☐

Respiratory protection

☐

Fall Protection

☒

Scaffold training

☐

Fire Prevention

☐

Is your Project Manager certified in accredited "OSHA 10-hour or "30-hour construction industry federal course: ☐ yes ☒ no If yes, which course: _____

Is your Project Manager certified in CPR/First Aid? ☒ yes ☐ no

Is your Construction Superintendent certified in accredited "OSHA 10-hour or "30-hour construction industry federal course: ☐ yes ☒ no If yes, which course: N/A

Is your Construction Superintendent certified in CPR/First Aid? ☐ yes ☒ no

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees (former employees, and their representatives) have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	9	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
4	176
(K)	(L)

Injury and Illness Types

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(M)	11	1	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3944, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name SFM LANDSCAPE SERVICES
Street 9700 NW 79 AVE
City HALEAH GARDENS State FL Zip 33016
Industry description (e.g., Manufacture of motor truck trailers)
LANDSCAPE
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
5 6 1 7 3 0
OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 118
Total hours worked by all employees last year 245,440.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Joseph H. Hines Title COO
Company executive
786-597-6704 Date 2/7/17
Phone

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Fill this form for each injury or illness that occurred in 2016. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2016
U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name

SFM LANDSCAPE SERVICES

City

State

Identify the person		Describe the case		Classify the case					Enter the number of days the injured or ill worker was:		Check the " Injury " column or choose one type of illness.						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo/day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away from Work (days)	(L) On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses
1	HAMIST, GONZALEZ	LANDSCAPER	1/8/2016	REPLACING A MACHINE BELT	HE WAS REPLACING A MACHINE BELT AND HURT HIS HAND, CAUSING A WOUND ON HIS RIGHT HAND AND ABRASION WITH MINOR LACERATION		0					1					
2	ALBERTO, GONZALEZ	LANDSCAPER	1/21/2016	WOOD TRUNK	WHILE HE WAS HANDLING A LARGE WOOD TRUNK, HIS FINGER WAS TRAPPED BETWEEN 2 PCS OF WOOD, CAUSING A LACERATION ON HIS RIGHT INDEX FINGER		0					1					
3	FRANK, IANNUZZI	SUPERVISOR	2/6/2016	DIGGING 10 HOLES	WHILE HE WAS DIGGING 10 HOLES AND ALSO PICKING UP BAGS OF CEMENT / LUMBER SACRAL, CERVICAL STRAIN/SPRAIN		0					1					
4	HAMIST, GONZALEZ	LANDSCAPER	4/8/2016	PRUNING A PALM TREE	WHILE PRUNING A PALM TREE A BRANCH WENT THROUGH HIS GLOVE, RESULTING IN A WOUND IN HIS RIGHT FINGER		0					1					
5	ANGEL, ALFONSO	LANDSCAPER	6/23/2016	PRUNING A PALM TREE	HE WAS PRUNING A PALM TREE, AND BECAUSE THE NIGHT BEFORE WAS RAINING HE SLIPPED AND HURT AS A RESULT HIS KNEE WAS SWELLED.		0					1					
6	ERICK, PUTOY	LANDSCAPER	7/4/2016	PRUNING A PALM TREE	HE WAS PRUNING A PALM TREE, AND BECAUSE THE NIGHT BEFORE WAS RAINING HE SLIPPED AND HURT AS A RESULT HIS KNEE WAS SWELLED.		0					1					
7	GUSTAVO, RIVERA	LANDSCAPER	7/19/2016	DIGGING A HOLE	HE WAS DIGGING A HOLE, WHEN SUDDENLY HE FELT A STRONG PAIN ON HIS BACK / LOWER BACK PAIN & SPASM		0					1					
8	MARIO, NORI	LANDSCAPER	7/19/2016	TRIMMING SOME PALM LEAVES	HE WAS TRIMMING SOME PALM LEAVES USING A SAW, WHEN HE FELT PAIN IN HER LOWER BACK		0					1					
9	JUAN CARLOS, MONTENEGRO	LANDSCAPER	7/30/2016	TRIMMING A CANNERY PALM	HE WAS TRIMMING A CANNERY PALM, WHEN A LEAVE SUDDENLY FELL, AND STANG HIS RIGHT HAND CAUSING AN ALLERGIC REACTION.		2								1		
10	CARLOS, REYES	LANDSCAPER	10/11/2016	CUTTING A COCONUT TREE	HE WAS CUTTING A COCONUT TREE, WHEN THE COCONUT FELL OVER HIM RESULTING IN A LACERATION ON HIS LEFT FOREARM		0					1					
11	ERICK, PUTOY	LANDSCAPER	11/19/2016	USING A WEED EATER	WHILE HE WAS WORKING HE GOT AN INJURY ON HIS RIGHT EYE, WHEN HIS PEER JULIAN ARTEAGA WAS WORKING WITH THE WEED EATER, WHEN SUDDENLY A STONE HIT ERICK'S EYE.		0					1					
12	PATRICK, GUSTIN	LANDSCAPER	12/29/2016	SITTING IN THE BACK PART OF A COMPANY VEHICLE	DUE TO A CAR ACCIDENT THAT HIT THE TRAILER ONLY, THAT IMPACT CAUSED ON HIM A THORACIC CONTUSION - LUMBAR SACRAL STRAIN.		0					1					
Page Totals						0	2	0	0	0	0	71	0	0	0	1	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 15
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	5

Number of Days

Total number of days away from work

(K) _____ (L) _____

Injury and Illness Types

Total number of ...	
(M)	(N)
(1) Injuries	5
(2) Skin disorders	0
(3) Respiratory conditions	0
(4) Poisonings	0
(5) Hearing loss	0
(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-5644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name **SFM LANDSCAPE SERVICES**

Street **9700 NW 79TH AVE**

City **HALEAH GARDENS** State **FL** Zip **33016**

Industry description (e.g., Manufacture of motor truck trailers)
LANDSCAPE

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees **14**

Total hours worked by all employees last year **723840**

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive **[Signature]** Title **HR Mgr.**
Phone **305.818.1222** Date **02/02/16**

Save Input

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name
LANDSCAPE
City
HAIALEAH GARDENS State
FL

Year 20 15
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Identify the person

Describe the case

Classify the case

SELECT ONLY ONE box for each case based on the most serious outcome for that case:

Enter the number of days the injured or ill worker was:

Select the "injury" column or choose one type of illness:

Reset	1	ADIER ACOSTA	LANDSCAPER	2 / 11	SITE OF WORK	LEFT EYE IMPACT	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input 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Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
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All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	3

Number of Days

Total number of days away from work

(K) _____ (L) _____

Injury and Illness Types

Total number of (M)	(1) Injuries	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
3	0	0	0	0
0	0	0	0	0
0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name SFM LANDSCAPE SERVICES

Street 9700 NW 79TH AVE

City HIALEAH State FL Zip 33016

Industry description (e.g., Manufacture of motor truck trailers) LANDSCAPE

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 73

Total hours worked by all employees last year 3950920

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company representative _____ Title H.K. Mawyer

Phone 305-818-2424 Date 2/9/15

Save Input

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your input using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name SFM Landscape Services
City Hialeah Gardens State FL

Form approved OMB no. 1218-0176



Year 20 14

U.S. Department of Labor Occupational Safety and Health Administration

Identify the person

Describe the case

Classify the case

SELECT ONLY ONE box for each case based on the most serious outcome for that case:

Enter the number of days the injured or ill worker was:

Select the "Injury" column or choose one type of illness:

Reset	1	GUSTAVO RIVERA	LANDSCAPER	5 / 2	MARLINS PARK	KNEE RT CONTUSION R/O TEAR	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input 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Company Qualification Questionnaire

Form 2, Part 3

Team Member Table

This form is to identify the Key member of the Project Team, which includes the Field Supervisor, Certified Arborist and other similar staff. Additional Key Staff are to be added as applicable. Only employees of the Proposer are to be listed on this form.

Name of Person	Title	% of Time Devoted to Project	Years in Industry	Years with Proposer	Years in Position with Proposer	Licenses & Certifications (name)
Robert Sunshine	Field Supervisor	As Needed	8	3	3	FL-6141A Arborist
Christian Infante	Certified Arborist	As Needed	18	18	3	FL-5916A Arborist
Mario Cantero	Manager	As Needed	4	4	4	Best Mgmt. Practices
Christian Infante	President	As Needed	18	18	3	MOT # 177632

* Please see enclosed certifications.

SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc., and Gaming
Facilities Services, LLC
Consolidated Combined Financial Statements
December 31, 2016

Perez & Company Financial Auditors, LLC
CERTIFIED PUBLIC ACCOUNTANTS

Perez & Company Financial Auditors, LLC

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Board of Directors of
SFM Group
Hialeah, Florida

We have audited the accompanying consolidated combined financial statements of SFM Services, Inc. and subsidiaries, SFM Security Services, Inc., and Gaming Facilities Services, LLC, (the "SFM Group"), (Florida Corporations), which comprise the consolidated combined balance sheet as of December 31, 2016, and the related consolidated combined statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated combined financial statements referred to above present fairly, in all material respects, the financial position of SFM Services, Inc. and subsidiaries and SFM Security Services, Inc. as of December 31, 2016, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The additional information in Schedule 1, 2, 3, 4 and 5 are presented for purposes of additional analysis of the consolidated financial statements. We have issued reports dated April 26, 2017, in connection with these schedules which should be read.

Perez & Company Financial Auditors

April 26, 2017

SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services,
LLC

Combined Consolidated Balance Sheet
As of December 31, 2016

Assets

Current Assets

Cash	\$	512,573	
Accounts receivables, net of the allowance for doubtful accounts of \$100,067		4,015,441	
Due from related parties		1,250,036	
Costs and estimated earnings in excess of billings on uncompleted contracts		986,213	
Inventory - Supplies		85,504	
Prepaid expenses		71,565	
Other receivables		<u>417,695</u>	
Total Current Assets	\$		7,339,027

Property & Equipment

Automobiles, trucks and vessel	\$	2,256,682	
Furniture and fixtures		102,500	
Leasehold and building improvements		342,934	
Office equipment		205,148	
Machinery and Equipment		2,409,467	
Software		54,523	
Less Accumulated depreciation & amortization		<u>(3,461,846)</u>	
Net Property & Equipment			1,909,408

Other Assets

\$ 401,881

Total Assets

\$ 9,650,316

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services,
 LLC
 Combined Consolidated Balance Sheet (Continued)
 As of December 31, 2016

Liabilities & Equity

Current Liabilities

Accounts payable and accrued expenses	\$ 1,155,157	
Due to related parties	82,314	
Line of credit	112,759	
Current portion of long-term debt	<u>259,748</u>	
Total Current Liabilities		\$ 1,609,978

Long Term Liabilities

494,471

Stockholders' Equity

Common stock	\$ 1,100	
Additional paid in capital	49,900	
Retained earnings	<u>7,494,867</u>	
Total Stockholders' Equity		<u>\$ 7,545,867</u>

Total Liabilities & Equity

\$ 9,650,316

Read Independent Auditors' Report
 Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities
Services, LLC

Combined Consolidated Statements of Income
For the year ended December 31, 2016

Revenues		\$	23,223,408
Cost of Sales			<u>17,394,234</u>
Gross Profit			5,829,174
General & Administrative Expenses			<u>3,166,602</u>
Operating Income			2,662,572
Other Income(Expenses)			
Other income	\$	2,958	
Interest income		14,157	
Management fee income		-	
Bad debt recovery		240	
Interest expense		<u>(43,601)</u>	
Total Other Income and Expenses			<u>(26,246)</u>
Net Income		\$	<u>2,636,326</u>

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services, LLC
 Combined Consolidated Statements of Changes in Stockholders' Equity
 For the year ended December 31, 2016

	Shares	Amount	Additional Paid - In Capital	Retained Earnings	Total Stockholders' Equity
Balance, January 1, 2016	1,100	\$ 1,100	\$ 49,900	\$ 5,508,512	\$ 5,559,512
Net Income	-	-	-	2,636,326	2,636,326
Distributions	-	-	-	(649,971)	(649,971)
Balance, December 31, 2016	<u>1,100</u>	<u>\$ 1,100</u>	<u>\$ 49,900</u>	<u>\$ 7,494,867</u>	<u>\$ 7,545,867</u>

Read Independent Auditors' Report
 Read Accompanying Notes to the Financial Statements

**SFM Services, Inc. and Subsidiaries, SFM Security Services, Inc. and Gaming Facilities Services,
LLC**

**Combined Consolidated Statements of Cash Flows
For the year ended December 31, 2016**

Operating Activities	
Net Income	\$ 2,636,326
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	411,565
Bad debt	1,687
Increase in accounts receivable	(1,141,341)
Increase in cost in excess of billings	(204,415)
Increase in due from affiliates	(79,441)
Decrease in other receivables	(312,808)
Decrease in supplies inventory	(11,163)
Decrease in prepaid expenses	194,886
Increase in other assets	(87,922)
Decrease in accounts payable	(133,238)
Net cash provided by operating activities	\$ 1,274,136
Investing Activities	
Purchase of property and equipment, net of disposals	\$ (315,338)
Net cash used for investing activities	\$ (315,338)
Financing Activities	
Proceeds from long term debt, net of repayments	\$ 105,133
Draws from line of credit, net of paydowns	(544,243)
Shareholder distributions	(649,971)
Net cash used for financing activities	\$ (1,089,081)
Net cash from all activities	\$ (130,283)
Cash at beginning of year	642,856
Cash at end of year	<u>\$ 512,573</u>
Supplemental Cash Flow Information	
Cash utilized to pay interest	\$ 43,601

**SFM Services, Inc. and Subsidiaries and
SFM Security Services, Inc.**
Consolidated Combined Financial Statements
December 31, 2015

A. Martinez & Co. Financial Auditors, LLC
CERTIFIED PUBLIC ACCOUNTANTS

A. Martinez & Co. Financial Auditors, LLC

CERTIFIED PUBLIC ACCOUNTANTS

CERTIFIED FORENSIC ACCOUNTANTS

CERTIFIED FAMILY MEDIATORS

INDEPENDENT AUDITORS' REPORT

Board of Directors of
SFM Services Group
Hialeah, Florida

We have audited the accompanying consolidated combined financial statements of SFM Services, Inc. and subsidiaries and SFM Security Services, Inc., (the "SFM Group"), (a Florida Corporation), which comprise the consolidated combined balance sheet as of December 31, 2015, and the related consolidated combined statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

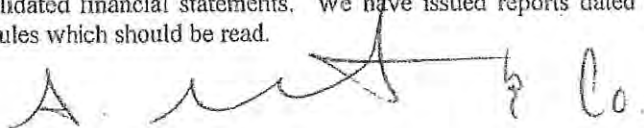
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated combined financial statements referred to above present fairly, in all material respects, the financial position of SFM Services, Inc. and subsidiaries and SFM Security Services, Inc. as of December 31, 2015, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The additional information in Schedule 1, 2, 3, 4 and 5 are presented for purposes of additional analysis of the consolidated financial statements. We have issued reports dated April 28, 2016, in connection with these schedules which should be read.



April 28, 2016

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Balance Sheet
As of December 31, 2015

Assets

Current Assets

Cash	\$ 642,856	
Accounts receivables, net of the allowance for doubtful accounts of \$100,067	2,875,787	
Due from related parties	1,161,079	
Costs and estimated earnings in excess of billings on uncompleted contracts	781,798	
Inventory - Supplies	74,341	
Prepaid expenses	266,451	
Other receivables	104,887	
Total Current Assets		\$ 5,907,199

Property & Equipment

Automobiles, trucks and vessel	\$ 2,017,240	
Furniture and fixtures	87,674	
Leasehold and building improvements	322,675	
Office equipment	200,179	
Machinery and Equipment	2,373,625	
Software	54,523	
Less Accumulated depreciation & amortization	(3,050,281)	
Net Property & Equipment		2,005,635

Other Assets

\$ 313,959

Total Assets

\$ 8,226,793

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Balance Sheet (Continued)
As of December 31, 2015

Liabilities & Equity

Current Liabilities

Accounts payable and accrued expenses	\$ 1,288,395	
Due to related parties	72,798	
Line of credit	657,002	
Current portion of long-term debt	<u>215,580</u>	
Total Current Liabilities		\$ 2,233,775

Long Term Liabilities

433,506

Stockholders' Equity

Common stock	\$ 1,100	
Additional paid in capital	49,900	
Retained earnings	<u>5,508,512</u>	
Total Stockholders' Equity		\$ 5,559,512

Total Liabilities & Equity

\$ 8,226,793

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Statements of Income
For the year ended December 31, 2015

Revenues	\$ 19,903,795
Cost of Sales	<u>15,173,490</u>
Gross Profit	4,730,305
General & Administrative Expenses	<u>2,795,573</u>
Operating Income	1,934,732
Other Income(Expenses)	
Other income	\$ 17,958
Interest income	9,232
Management fee income	5,000
Bad debt recovery	12,911
Interest expense	<u>(34,834)</u>
Total Other Income and Expenses	<u>10,267</u>
Net Income	<u>\$ 1,944,999</u>

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
 Combined Consolidated Statements of Changes in Stockholders' Equity
 For the year ended December 31, 2015

	<u>Shares</u>	<u>Amount</u>	<u>Additional Paid - In Capital</u>	<u>Retained Earnings</u>	<u>Total Stockholders' Equity</u>
Balance, January 1, 2015	1,100	\$ 1,100	\$ 49,900	\$ 4,803,191	\$ 4,854,191
Net Income	-	-	-	1,944,999	1,944,999
Distributions	-	-	-	(1,239,678)	(1,239,678)
Balance, December 31, 2015	<u>1,100</u>	<u>\$ 1,100</u>	<u>\$ 49,900</u>	<u>\$ 5,508,512</u>	<u>\$ 5,559,512</u>

Read Independent Auditors' Report
 Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Consolidated Statements of Cash Flows
For the year ended December 31, 2015

Operating Activities

Net Income	\$ 1,944,999
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	295,793
Bad debt	7,129
Increase in accounts receivable	(494,575)
Increase in cost in excess of billings	(462,946)
Increase in due from affiliates	(479,251)
Decrease in other receivables	630,472
Decrease in supplies inventory	149,639
Increase in prepaid expenses	(247,066)
Decrease in other assets	135,052
Increase in accounts payable	48,110
Net cash provided by operating activities	\$ 1,527,356

Investing Activities

Purchase of property and equipment, net of disposals	\$ (1,208,293)
Net cash used for investing activities	\$ (1,208,293)

Financing Activities

Proceeds from long term debt, net of repayments	\$ 113,681
Draws from line of credit, net of paydowns	212,780
Shareholder distributions	(1,239,678)
Net cash used for financing activities	\$ (913,217)

Net cash from all activities	\$ (594,154)
Cash at beginning of year	1,237,010
Cash at end of year	\$ 642,856

Supplemental Cash Flow Information

Cash utilized to pay interest	\$ 34,834
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2017

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).

PRODUCER Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Julio Valdes PHONE (A/C, No, Ext): 3054434886 FAX (A/C, No): E-MAIL ADDRESS: julio.valdes@wellsfargo.com														
INSURED SFM Security Services, Inc. 9700 NW 79 Avenue Hialeah Gardens, FL 33016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic Insurance Company	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 12047992 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MWZY309800	03/01/17	03/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	MWC30979900	03/01/17	03/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

TOWNOFML

Town of Miami Lakes
 6601 Main Street
 Miami Lakes, FL 33014

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

Jeane Brindley

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SFMSE-1

OP ID: MLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2017

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

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez	CONTACT NAME: Fausto Alvarez	
	PHONE (A/C, No, Ext): 305-364-7800 FAX (A/C, No): 305-714-4401	
INSURED SFM Services, Inc. SFM Janitorial Services, LLC SFM Landscape Services, LLC Attn: Mr. Infante 9700 NW 79 Avenue Hialeah, FL 33016	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The North River Ins. Company	21105
	INSURER B: Zurich American Insurance Co.	16535
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821067232	12/12/2016	12/12/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	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 \$
B	Crime			MPL647831603	12/12/2016	12/12/2017	Limit 250,000 Ded. 5,000

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

CERTIFICATE HOLDER

CANCELLATION

TOWNOFML

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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

Brown and Brown of Florida, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2017

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PRODUCER

Keen Battle Mead & Company
7850 Northwest 146th Street
Suite 200
Miami Lakes FL 33016

CONTACT NAME: Yordanka Marrero

PHONE (A/C, No, Ext): (305) 558-1101

FAX (A/C, No): (305) 822-4722

E-MAIL ADDRESS: ymarrero@kbmco.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The North River Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

SFM Services, Inc.
9700 NW 79th Avenue

Miami FL 33016

COVERAGES

CERTIFICATE NUMBER: 16-17 Auto Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			1337400108	12/12/2016	12/12/2017	
	<input checked="" type="checkbox"/> ANY AUTO						EACH OCCURRENCE \$
	<input type="checkbox"/> ALL OWNED AUTOS						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> HIRED AUTOS						MED EXP (Any one person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist BI-single \$ 300,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER**CANCELLATION**

TOWNOFML

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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

Alex Perez/BECKY

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Additional Named Insureds

Other Named Insureds

9600 LLC	Limited Liability Company, Additional Named Insured
Gaming Facilities Services LLC	Limited Liability Company, Additional Named Insured
IN HOLDINGS INC	Limited Liability Company, Additional Named Insured
SFM Construction LLC	Limited Liability Company, Additional Named Insured
SFM Janitorial Services LLC	Limited Liability Company, Additional Named Insured
SFM Landscape Services LLC	Limited Liability Company, Additional Named Insured
SFM Security Services Inc	Corporation, Additional Named Insured
SFM Services, Inc	Trading Business As
SFM Tree Farm LLC	Limited Liability Company, Additional Named Insured



CRUM & FORSTER®

A FAIRFAX COMPANY

July 6, 2017

The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014


RE: SFM Services, Inc.
RFP No. 2017-25

Please be advised that should SFM Services, Inc. be awarded the above mentioned contract, United States Fire Insurance Company is prepared to issue the Performance and Payment Bonds required in the said contract, providing that the contract is acceptable to the Surety and the amount of the contract does not exceed \$600,000.00.

Please be advised that this letter is not intended to pre-qualify the client for Subcontractor Default Insurance. We accept no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of Subcontractor Default Insurance.

Sincerely,

United States Fire Insurance Company



Burton Harris,
Attorney-In-Fact

BH:oc

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02450428818

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of July, 2017

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

**Experience of Proposer
Questionnaire**

Form 3

Proposers must have successfully completed at least three (3) contracts, which are comparable in size, scope, complexity and cost within the last five (5) years. The Proposer is to utilize its three (3) most recent completed contracts that are of the same size, scope and complexity of the Town's contract. Listed contracts must have been managed and performed by the business entity submitting the Response. One Data sheet must be completed for each contract. Contracts completed by present employees, officers, or owners of the Proposer for former employers or companies are not acceptable. Do not list contracts performed for the Town of Miami Lakes.

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Contract Name: City of Coral Gables
2. Location: Various streets in the City.
3. Contract Number, if applicable: _____
4. Type of Work: Grounds Maintenance and Tree Trimming
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): Over \$500,000.00
6. Scope of Work: Grounds Maintenance and Tree Trimming

7. How many bid/proposal submissions did the owner receive for the contract? 4
8. Business name that performed & managed this contract: SFM Services, Inc.
9. How is this contract similar to the Town's contract? It contains Tree Trimming Services.

10. How many trees were trimmed per week on average? by work order: 170 Palms 3x per year.
11. Contract value at the time of bid: \$ 620,000.00
12. Contract value at completion: \$ 620,000.00
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: _____ % \$ Does not Apply
 - b. Unforeseen/Hidden conditions: _____ % \$ Does not Apply
 - c. Owner generated changes: _____ % \$ Does not Apply
 - d. Regulatory agency changes: _____ % \$ Does not Apply
 - e. Contractor recommended changes: _____ % \$ Does not Apply
 - f. Other: _____ % \$ Does not Apply

Explain other: _____

14. What year did the contract start? 2011
15. What year did the contract complete? 2021
16. Name of the Project Manager: Manuel Torres
17. Name of the Certified Arborist: Robert Fisk & Robert Sunshine
18. Name of the Field Supervisor: Eduardo Rivera

19. Total amount of the work self-performed: 100 % \$ 620,000.00

20. Were subcontractors used on the project? _____ yes _____ no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

21. Were any Claims* or Dispute filed on the project? _____ yes ☒ no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

22. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- a. Dollar amount for Initial Claim: N/A
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
- d. Final amount of Claim settlement: _____

23. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

N/A

24. Did your company fail/refuse to perform or complete any of the work it was obligated to complete?

_____ yes ☒ no

If yes, explain what work was not performed/completed and reasons why:

N/A

25. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes ☒ no

26. Identify up to four (4) performance issues encountered by your company during the work and briefly describe how your company resolved each issue:

N/A

Contracting Agency's Name:

City of Coral Gables

Is the Contracting Agency a public entity?



yes

no

Contact Information for Contracting Agency:

Contact Name:

Bob Boberman

Contact's Title:

Landscape Superintendent

Address:

2800 SW 72 Ave

City, State, and Zip Code:

Miami, FL 33155

Telephone Number:

(305) 460-5138

Email Address:

bboberman@coralgables.com

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Contract Name: City of Miami Beach
2. Location: Various on Miami Beach
3. Contract Number, if applicable: _____
4. Type of Work: Tree Trimming, mowing, landscaping, and Maintenance.
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): Over \$500,000.00
6. Scope of Work: Tree Trimming, mowing, landscaping, and Maintenance.

7. How many bid/proposal submissions did the owner receive for the contract? 3 to 4
8. Business name that performed & managed this contract: SFM Services, Inc.
9. How is this contract similar to the Town's contract? It contains tree trimming services, and tree removal services.

10. How many trees were trimmed per week on average? 200
11. Contract value at the time of bid: \$ 500,000.00
12. Contract value at completion: \$ 700,000.00
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:
 - a. Errors or omissions: _____ % \$ Does not Apply
 - b. Unforeseen/Hidden conditions: _____ % \$ Does not Apply
 - c. Owner generated changes: _____ % \$ Does not Apply
 - d. Regulatory agency changes: _____ % \$ Does not Apply
 - e. Contractor recommended changes: _____ % \$ Does not Apply
 - f. Other: _____ % \$ Does not Apply

Explain other: _____

14. What year did the contract start? 2013
15. What year did the contract complete? 2018
16. Name of the Project Manager: Ned Skiff
17. Name of the Certified Arborist: Robert Sunshine
18. Name of the Field Supervisor: Alain Barriero

19. Total amount of the work self-performed: 100 % \$ 700,000.00

20. Were subcontractors used on the project? _____ yes _____ no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

N/A _____ % \$ _____
_____% \$ _____
_____% \$ _____

21. Were any Claims* or Dispute filed on the project? _____ yes ☒ no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

22. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- a. Dollar amount for Initial Claim: N/A
b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
d. Final amount of Claim settlement: _____

23. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

No

24. Did your company fail/refuse to perform or complete any of the work it was obligated to complete?

_____ yes ☒ no

If yes, explain what work was not performed/completed and reasons why:

N/A

25. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes ☒ no

26. Identify up to four (4) performance issues encountered by your company during the work and briefly describe how your company resolved each issue:

There was a shortage of labor and we increased our recruiting efforts and filled the vacancies.

Contracting Agency's Name:

City of Miami Beach

Is the Contracting Agency a public entity?

✓

yes

no

Contact Information for Contracting Agency:

Contact Name:

Millie McFadden

Contact's Title:

Greenspace Superintendent

Address:

1700 Convention Center Dr.

City, State, and Zip Code:

Miami Beach, FL 33139

Telephone Number:

(305) 673-2605

Email Address:

milliemcfadden@miamibeach.gov

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Contract Name: Tree Trimming & Cleaning and Grobbing
2. Location: Broward County, I95
3. Contract Number, if applicable: E4M62
4. Type of Work: Tree Trimming and Vegetation on I95
(i.e.: Landscaping, Mowing, Tree Trimming, Grounds Maintenance, etc. Use all that apply.)
5. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): Over \$500,000.00
6. Scope of Work: Trimming Trees, Palms, and vegetation along I95.

7. How many bid/proposal submissions did the owner receive for the contract? 5
8. Business name that performed & managed this contract: SFM Services, Inc.
9. How is this contract similar to the Town's contract? Tree Trimming of trees and Palms.

10. How many trees were trimmed per week on average? 300
11. Contract value at the time of bid: \$ 700,000.00
12. Contract value at completion: \$ 700,000.00
13. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order:

- | | | |
|------------------------------------|------|-----------------------|
| a. Errors or omissions: | % \$ | <u>Does not Apply</u> |
| b. Unforeseen/Hidden conditions: | % \$ | <u>Does not Apply</u> |
| c. Owner generated changes: | % \$ | <u>Does not Apply</u> |
| d. Regulatory agency changes: | % \$ | <u>Does not Apply</u> |
| e. Contractor recommended changes: | % \$ | <u>Does not Apply</u> |
| f. Other: | % \$ | <u>Does not Apply</u> |

Explain other: _____

14. What year did the contract start? 2013
15. What year did the contract complete? 2015
16. Name of the Project Manager: Mario Lignarolo
17. Name of the Certified Arborist: Robert Sunshine
18. Name of the Field Supervisor: Jose Perdomo

19. Total amount of the work self-performed: 100 % \$ 700,000.00

20. Were subcontractors used on the project? _____ yes ☒ no

a. If yes, specify the trade, percentage, and value (add additional pages if necessary)

_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

21. Were any Claims* or Dispute filed on the project? _____ yes ☒ no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

22. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- a. Dollar amount for Initial Claim: N/A
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
- d. Final amount of Claim settlement: _____

23. If a formal Dispute(s) was filed on the project, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

N/A

24. Did your company fail/refuse to perform or complete any of the work it was obligated to complete?

_____ yes ☒ no

If yes, explain what work was not performed/completed and reasons why:

N/A

25. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes ☒ no

26. Identify up to four (4) performance issues encountered by your company during the work and briefly describe how your company resolved each issue:

N/A

Contracting Agency's Name: FDOT

Is the Contracting Agency a public entity? ✓ yes no

Contact Information for Contracting Agency:

Contact Name: Chuck Kummelehne

Contact's Title: Project Manager / Inspector

Address: 5548 Poweline Rd

City, State, and Zip Code: Ft. Lauderdale, FL 33309

Telephone Number: (954) 776-4300

Email Address: ChuckKummelehne@DOT.STATE.FL.US

**Project Staff Experience
Questionnaire
Form 4**

A. Field Supervisor

1. Name of Field Supervisor to be committed to this Contract and continuously retained throughout:

Fernando Ortega

- a. Attach Field Supervisor's resume.

- b. ISA, ANSI, or other similar certification & number: FNGLA FCLT T69-00393

- c. Employed by the Company: 3 years

- d. Present position/job function:

Project Supervisor / Arbor Care - Installations

- e. Years in present position/job function: 3 years

- f. Prior position with company (if applicable) N/A

- g. Years in prior position/job function: N/A years

- h. The Field Supervisor named above was assigned to the following comparable contracts:

<u>Contract Name</u>	<u>Contract Value</u>
i. <u>City of Coral Gables Tree Succession Project</u>	<u>\$ 3.2m</u>
ii. <u>Town of Miami Lakes Tree Trimming and Removals</u>	<u>\$185K+</u>
iii. _____	_____

- i. The Field Supervisor named above worked on the following contracts for which Project Data Sheets are submitted: (Note: If the designated Field Supervisor did not work in this capacity on at least two (2) comparable contracts for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the contracts listed for A.1.h above.

i. City of Coral Gables

ii. City of Miami Beach

iii. _____

B. Certified Arborist

1. Name of Certified Arborist to be committed to this Contract and continuously retained throughout:

Robert Sunshine

- a. Attach Certified Arborist's resume.

b. ISA Certification & number: ISA FL-6141A

c. Employed by the Company: 3 years

d. Present position/job function: Project Manager / Arbor Care - Installations

e. Years in present position/job function: 3 years

f. Prior position with company (if applicable) N/A

g. Years in prior position/job function: N/A years

- h. The Certified Arborist named above was assigned to the following comparable contracts:

	<u>Contract Name</u>	<u>Contract Value</u>
i.	<u>City of Coral Gables Tree Succession Project</u>	<u>\$ 3.2 m</u>
ii.	<u></u>	<u></u>
iii.	<u></u>	<u></u>

- i. The Certified Arborist named above worked on the following contracts for which Project Data Sheets are submitted: (Note: If the designated Certified Arborist did not work in this capacity on at least two (2) comparable contracts for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the contracts listed for B.1.h above.

i.	<u>City of Coral Gables</u>
ii.	<u>FDOT Tree Trimming and Clearing & Grubbing</u>
iii.	<u></u>

2. Team Members:

Complete Form 2, Part 3, Team Member Table, with respect to all employees or members of your company that will be assigned to this Contract, their planned responsibilities, the anticipated percentage of time each will devote to the Work, the person's years of experience in the industry and educational experience.

Fernando Ortega
4946 SW 94 Terrace
Cooper City, Florida 33328

Education Universidad de Caracas
Santa Rosalia, Caracas, Venezuela

Experience

2014 to present SFM Services, Project Supervisor – Landscape
Oversee all aspects of arbor care and installations projects
Direct all tree pruning and relocations
Material selection and field layouts for all installation projects

2011 to 2014 Just Perfect Landscaping, Project Manager
Project bidding and oversight
Oversee all aspects of arbor care and installation projects

2004 to 2011 Tenex Enterprises, Director Landscape Operations
Oversee all installation projects
Plan takeoffs, estimating and scheduling
Material selection and field layouts

Certifications FNGLA Certified Landscape Technician (FCLT)
Green Industries BMP

Robert Sunshine
Project Manager
RSunshine@sfmtservices.com

Education:

University of Florida - Gainesville, FL.
Bachelors of Business Administration (BBA)
Major area of study – Economics

International Society of Arboriculture
Florida Certified Arborist # FL 6141A

Experience:

2014 to Present SFM Services, Inc.
Project Manager – Estimator, Procurement, Arborist & Landscape Inspector
Onsite handling of landscape and irrigation subcontractors
Development and estimation of new work, from bidding, sourcing materials through final installation
Administrative responsibilities include: utility / line locates, permitting, certified payroll, AIA billing, heavy excel usage, punch list and inspection through close-out process.

Projects include:

PCL Construction: Zoo Miami – Mission Everglades Project
Florida International University- Mango Building project
City of Coral Gables – Citywide Tree Succession project
FDOT Hillsborough County – Courtney Campbell Beautification
FDOT Monroe County Mile Marker 106.3 - 99.6

2009 – 2013 Frank's Lawn & Tree Service, Inc.
Office Manager / ISA Florida Certified Arborist # FL-6141A
Process field estimates, generating proposals and processing work orders
Finalize job contracts from warranty letters thru as-build's and manuals, filing of liens and closing out of jobs in computer.

Qualifications

Landscape Inspectors Association of Florida
LIAF Florida Landscape Inspector # 2015-0158
State of Florida Department of Environmental Protection
Green Industries Best Management Practices Certificate # GV13255
Broward County Tree Trimmers License – # A-621

Project Approach & Submittals

Form 5

SFM Responses

A. Project Approach and Work Plan

1. The quantity of equipment and staff will be determined based on the size of the work order provided by the Town of Miami Lakes. Each SFM tree crew is composed of (1) bucket truck, (1) brush chipper, (1) tree trimmer, and (1) groundsman. Crews will be equipped with the necessary safety cones and signs necessary to setup proper MOT when required. SFM is equipped with (3) bucket trucks, (3) brush chippers, and (2) Self-Loader Grapple Trucks (45 CY capacity each).

SFM Services will assign (1) contract manager, who will be the point of contact with the Town of Miami Lakes.

All tree work will be performed as per ANSI standards. SFM Services has (4) ISA Certified Arborists on staff.

Work order billing will be done only after the areas completed have been inspected by SFM's contract manager and QC personnel, and we have received the authorization to proceed with billing from the Town's Project Manager.

2. The following are the permits that SFM expect will be required:

Permit Required:	Project Component:	Permitting Entity:
<u>Lane closure permit</u>	<u>Major corridor program</u>	<u>FDOT</u>

3. SFM does not foresee any difficulties in providing the required services to the Town.
4. SFM has been providing tree trimming services to the Town of Miami lakes since 2012, under the current and active tree trimming contract. We have successfully trimmed and removed thousands of trees in the Town, and have been a fast respondent to all emergency calls during the day, nights, and weekends. Our project managers and in-house arborist have extensive knowledge of tree related work, and expertise in arboriculture.
5. SFM did not note anything of concern on the specifications of this RFP.

SFM Responses

1. In the event SFM is awarded all Phase Work & the Pruning Programs, a total of (3) dedicated tree crews will be assigned to the Town. Assuming the stated total amount of trees/palms of 15,000, and the 10-month work plan previously mentioned, the following will take place:

The above example illustrates the work plan should the Town wish to trim all of the Town's trees and palms during a 1 year period. In cases where SFM is award less than the areas mentioned above, an accommodating variation of the above-mentioned schedule will be put in place to allow a comfortable work plan, and 1 month buffer to accommodate special requests and emergencies.

[illegible]

Project Approach & Submittals

Form 5

SFM Responses

C. Quality Control

1. SFM's quality control program will be tailored to address the different types of work plans provided by the Town. SFM's contract manager and certified arborist will review each work plan as submitted by the Town, which will include a site visit to the assigned areas. Our planned approach will be reviewed with the tree crew assigned allowing us to go over start / stop areas, and work plan expectations and needs.
2. Once trimming of designated areas has been completed, a follow-up inspection by SFM's contract manager and certified arborist will take place to ensure expectations were met, and work plan goals completed. If deficiencies are identified, corrective measures will be taken, and documented if and when needed with the tree crews.
3. After inspection of the work plan, and any remedial work (if needed) has been completed, SFM will notify the Town's project manager. Reports will be submitted to the Town's Project Manager on a monthly basis, and/or as work is completed.
4. Billing for each work plan will commence only after receiving approval to proceed from the Town's project manager.

Project Approach & Submittals

Form 5

SFM Responses

D. Performance Issues

1. The following are possible performance issues identified in the Town's specifications and/or exhibits:
 1. Major Corridor Program: allowable working hours in these areas has been limited to 10am to 2pm. The 4-hour work days could pose an issue in completing these work orders in a timely fashion.
 - a. Solution: In the event these time constraints predict a delay in completing the work order on time, SFM will activate additional trees crews to increase productivity to ensure timely completion.
 2. 10-month work order: The Town has stated that the work orders delivered to the contractor will have a 10-month time limit or completion requirement.
 - a. Solution: Should SFM encounter issues delaying operations, and jeopardizing the 10-month cut off, we will predict such delays with anticipation and activate additional crews to ensure we meet the Town's deadlines.
 3. Pruning at Town Parks: Pruning with the Town's parks requires an attention to detail and pre-planning to avoid damage to any playground equipment, walkways, irrigation systems, and sod.
 - a. Solution: SFM will request meeting with Town personnel to flag all irrigation heads, and confirm any prior damage to the systems, walkways, playground equipment, etc. SF will also use the most appropriate equipment to minimize the chance of damage, ie boom lift, polecat, etc.

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 Christian Infante, President
[print individual's name and title]

for SFM Services, Inc.
[print name of entity submitting sworn statement]

whose business address is

9700 NW 79 AVE.
Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2766887

(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 that 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

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

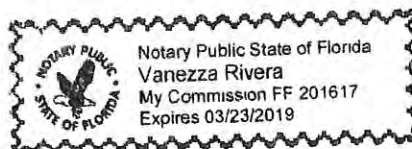
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Christian Toombs 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 Christian Toombs executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

Vanezza Rivera
Notary Public State of Florida at Large



NON-COLLUSIVE AFFIDAVIT

State of Florida }

County of Miami Dade } SS:

Christian Infante being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of SFM Services, Inc., 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:

Witness [Signature]
Witness [Signature]

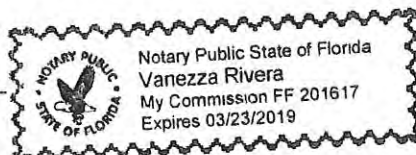
By: [Signature]
Christian Infante
(Printed Name)
President
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

Vanezza Rivera
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 SFM Services 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.

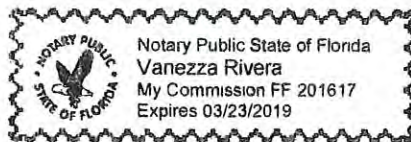
By: [Signature]
Title: President

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

[Signature]
Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

State of Florida }

County of Miami Dade }

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Services, Inc. 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:

Witness

Witness

By:

Christian Infante

(Printed Name)

President

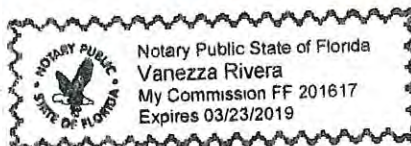
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

Notary Public State of Florida at Large



Form COI

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: SFM Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature): 

Date: 6-30-17



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Services, Inc.

Solicitation No.: RFP No. 2017-25

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.

Last name	First name	Relationship
<u>NO</u>		
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
<u>NO</u>		
Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship


Authorized Signature

6-30-17
Date:

Christian Infante
Print Name

President
Title:

POLITICAL ACTIVITY AFFIDAVIT

State of Florida }
 } SS:

County of Miami Dade

Christian Infante being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of SFM Services, Inc. the
Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Services for the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the Town, nor will Proposer advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

or currently holding an elected office in the Town.

- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Christian Infante

(Printed Name)

President

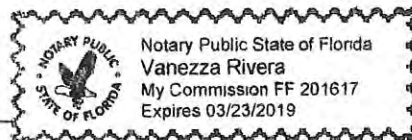
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 30 day of June, 2017.

My Commission Expires:

Notary Public State of Florida at Large



E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 6-30-17

SIGNATURE: 

COMPANY: SFM Services, Inc

NAME: Christian Infante

(Typed or Printed)

ADDRESS: 9700 NW 79 Ave.

TITLE: President

Hiialeah Gardens, FL 33016

E-MAIL: Cinfante@sfmtservices.com

PHONE NO.: (305) 818-2424



RFP 2017-25
Tree Trimming Services
Addendum #1
Due Date: July 7, 2017

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

Clarifications:

1. Form PP, Price Form is hereby replaced in its entirety with the Form PP-R1, which can be found on the Town's website at (http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278) or DemandStar. The replacement form must be used to submit the Proposer's Price Component.

Questions and Answers

1. Will the Town reimburse the Contractor for the cost of required permits?

Response: Yes. Please refer to Article B8.04, Reimbursable Expenses, excerpted below for convenience:

B8.04:

"Copies of receipts for all materials purchased for the Work. All reimbursable expenses must receive prior written approval from the Project Manager before the expense is incurred. Reimbursable expenses must only apply to Additional Work issued under Articles C8, Additional Work, and C9, Work Orders, and for permits issued for M.O.T. Reimbursable expenses must not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor."

Acknowledgement:

MARIO CANTERO
Name of Signatory

GENERAL MANAGER - LANDSCAPE
Title

7-5-17
Date


Signature
SFM SERVICES, INC.
Name of Bidder

Thomas Fossler
Procurement Specialist



Tree Trimming Services
RFP 2017-25



Due: July 7th, 2017



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Company Information

SFM Services, Inc.
9700 NW 79th Ave.
Hialeah Gardens, FL. 33016
Ph: 305.818.2424
www.sfm-services.com
Incorporated: January 9th, 1987

SFM Services, Inc. is a local, family owned company recognized for its exceptional landscape maintenance, installation, and Arbor Care. We maintain commercial properties, communities, and municipalities across South Florida. You can see our work along South Florida's most prominent roads including:

- City of Coral Gables
- City of Miami Beach
- City of South Miami
- City of Miami
- City of North Miami Beach
- City of Doral

SFM understands the "Scope of Services" the Town has provided in the RFP documents and is committed to perform the Tree Trimming functions in a positive and timely manner. **SFM has been providing Tree Trimming services to the Town of Miami Lakes since 2003.**

SFM's ownership Mr. Jose Infante and Christian Infante are both ISA (International Society of Arboriculture) Certified Arborists. Jose Infante is also a licensed commercial pesticide applicator and a FNGLA Certified Landscape Maintenance Technician. (See attached certificates) Additionally, SFM has 2 other ISA certified arborists on staff. The SFM team uses the horticultural best management practices possible.

If there any questions regarding this RFP, I can be reached directly at 305.525.9442. As always, I'm available to the Town of Miami Lakes 24/7.

Respectfully Submitted,

Christian Infante

Christian Infante
President

Qualifications

SFM is a complete landscape service company. Aside from routine maintenance SFM also provides with its own in-house work forces the following:

- Landscape Installation
- Tree trimming & removal
- Irrigation Installation
- Landscape Design
- Certified Arborist Consulting
- Disaster Recovery

SFM has been performing the same services requested in this RFP since 1987 to a mixed client base composed of major public facilities, government entities and commercial properties. Some of SFM's notable clients in landscape maintenance services are:

- City of Coral Gables
- City of Miami Beach
- City of South Miami
- City of Miami
- City of North Miami Beach
- City of Doral

SFM currently has approximately 750 employees. Many of them receive continued education through their involvement in the following leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)



Enclosed please find certifications and licenses.

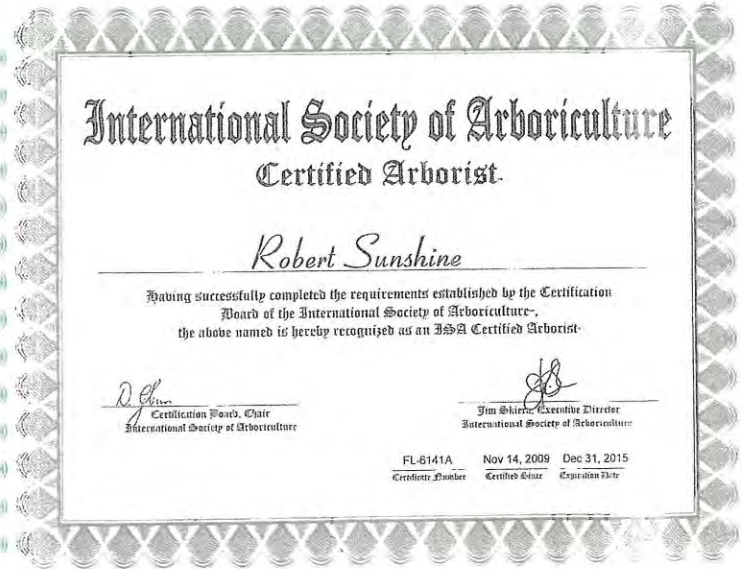
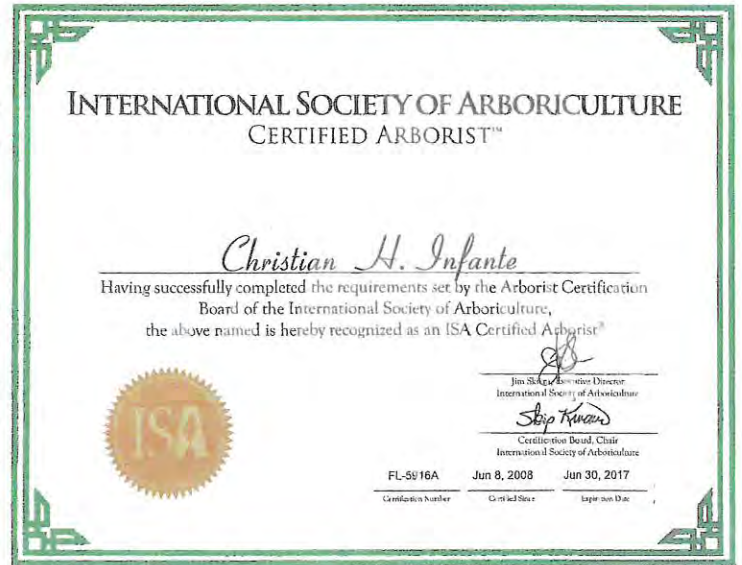
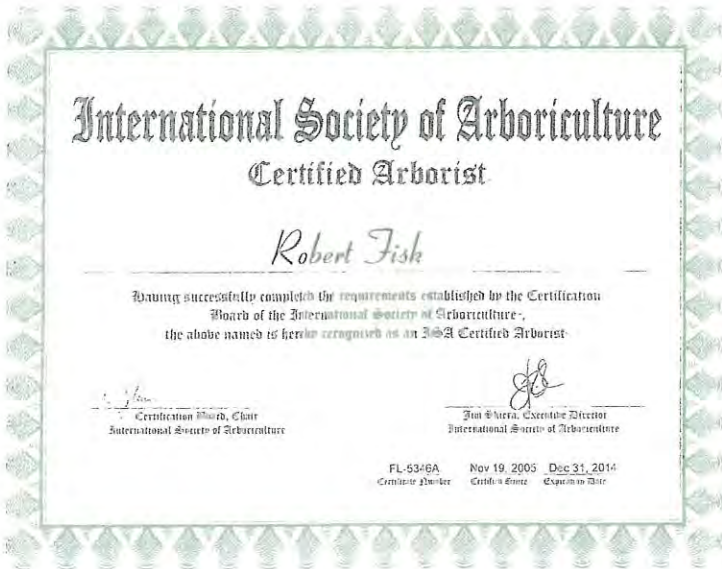
Benefits of Hiring SFM Services:

- Over 750 employees in Miami-Dade County
- Experience maintaining parks & city streets
- SFM ownership will be directly involved
- Equipped for Hurricane Clean Up
- 4 Certified Arborists a phone call away
- SFM Headquarters are 5 miles away from Town



Licenses & Certificates

Arborist Certificates

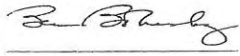


FNGLA Certifications

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.

SFM SERVICES, INC.

is a member of the
Florida Nursery, Growers & Landscape Association
through June 30, 2015


Ben Bolusky, Executive Vice President



*Member in good
standing since 2009*



The Florida Nursery, Growers & Landscape Association
Confers on

Jose Infante

Certificate No. M36 0033

The Title of
FNGLA Certified Landscape Maintenance Technician (FCLMT)

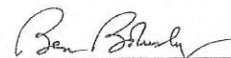
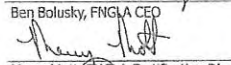


March 31, 2016
Expiration Date


Wes Parrish, FNGLA President

March 2010
Certified Since


Harold Jenkins, FNGLA Certification Chair


Ben Bolusky, FNGLA CEO

Merry Mott, FNGLA Certification Dir

Best Management Practices

 GV7762-1 Certificate # GV7762 Trainee ID #	Certificate of Training Best Management Practices Florida Green Industries	
The undersigned hereby acknowledges that		
Eduardo Rivera		
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.		
Dr. L.E. Trenholm Issuer	H. Mayer Instructor	12/1/2009 Date of Class
		 DEP Program Administrator
Not valid without seal		

 GV25406-1 Certificate # GV25406 Trainee ID #	Certificate of Training Best Management Practices Florida Green Industries	
The undersigned hereby acknowledges that		
Mario Cantero		
has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.		
 Issuer	H. Mayer Instructor	10/29/2013 Date of Class
		 DEP Program Administrator
Not valid without seal		

Pesticide Licenses & Certifications

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18951


INFANTE JR, JOSE MIGUEL
9789 NW 45TH LN
DORAL, FL 33178

Categories
5A, 6

Issued: March 31, 2016

Expires: February 29, 2020

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Authorized Purchasing Agent for Restricted Use Pesticide
Authorizing License: CM18951

INFANTE JR, JOSE MIGUEL
9789 NW 45TH LN
DORAL, FL 33178

MARIO CANTERO
9700 NW 79 AVE
HIALEAH GARDENS, FL 33016

Issued: March 31, 2016

Expires: February 29, 2020

Signature of Licensee

Signature of Purchasing Agent

The above purchasing agent is authorized under the provisions of Chapter 487, F.S. to purchase restricted use pesticides for the named licensee.

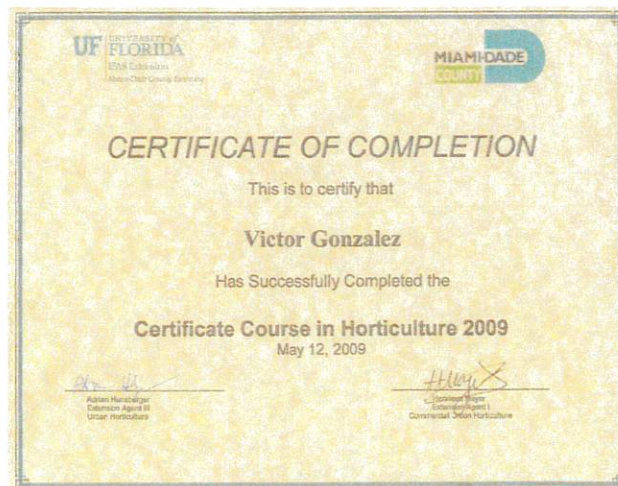
STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date May 13, 2014	File No. LF219647	Expires May 12, 2018
THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 12, 2018		
ROBERT SUNSHINE 11331 SW 115TH TERRACE MIAMI, FL 33176		
 ADAM H. PUTNAM, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL	
ROBERT SUNSHINE	
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER	
LF219647	
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 12, 2018	
Signature  COMMISSIONER	

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
3125 CONNER BLVD, SUITE N
TALLAHASSEE, FLORIDA 32399-1650

Horticulture Certifications



Maintenance of Traffic Certifications



Occupational Licenses

005188

Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY

6221246

BUSINESS NAME/LOCATION
SFM SERVICES INC
9700 NW 79 AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.
RENEWAL
6485858

LBT

EXPIRES
SEPTEMBER 30, 2017
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SFM SERVICES INC
Employee(s) 15

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$67.50 08/09/2016
FPPU12-16-006578

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 6a-276.

For more information, visit www.miamidade.gov/taxcollector

Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY

5770822

BUSINESS NAME/LOCATION
SFM LANDSCAPE SERVICES LLC
9700 NW 79 AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.
RENEWAL
1743963

LBT

EXPIRES
SEPTEMBER 30, 2017
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SFM LANDSCAPE SERVICES LLC
Employee(s) 100

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$450.00 08/10/2016
CHECK21-16-111862

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

Equipment

SFM will have all necessary equipment and personnel needed to provide services requested in the RFP. Below please find inventory spreadsheet of vehicles and equipment as well as a few pictures.

(3) Bucket Truck (Altec) (Ford chassis)

(3) Chippers. Bandit & Vermeer

(3) Stump grinders. Carlton

(36) Pick up trucks. Chevy & Ford

(31) Scag Mowers

All smaller equipment used will be ECHO brand.

- Power trim edgers
- Back pack blowers
- String trimmers
- Assorted hand tools

(2) Self loader grapple trucks. (40CY) MACK



ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
116	GMC	SAVANA	2007	1GJHG39U471116823	011LGR
128	CHEVROLET	1500	1997	1GCEC14W6VZ191735	003VVD
131	GMC	sweeper W4500	2005	J8DC4B16157006631	MIJ40N
132	CHEVROLET	SILVERADO	2005	1GCEC19X55Z153401	004VVD
140	CHEVROLET	1500 4 Door V8	2005	2GCEC19V851232133	S275AD
154	Mack	CH 613 DUMP TRUCK	1999	1M1AA18Y5XW112270	N6856K
157	Chevy Van	Uplander	2007	1GNDV23147D125693	784HMG
161	Sterling	SC8000	2007	49HAADB97DX54601	N6024T
162	Schwarze Freightliner	Sweeper M6000SE	2003	1FVABTAK63HK35447	N8191P
164	Freightliner	FL70 Dump TRUCK	1998	1FV6HJBA2WH918765	N8202P
167	Chevy	Express G1500 Cargo Van	2008	1GCFG15X681231153	022XRV
169	Chevy	Express G1500 Cargo Van	2008	1GCFG15X281231344	023XRV
172	Jeep	Patriot Sport	2009	1J4FT28B29D109787	BKVVW35
173	Jeep	Patriot Sport	2009	1J4FT28B19D154607	199LII
174	Jeep	Patriot Sport	2009	1J4FT28B89D123984	BKVVW36
181	Nissan	Frontier	2011	1N6AD0ER8BC421074	579YUL
190	Ford	Fiesta	2013	3FADP4AJ3DM116491	AFFI15
192	CHEVROLET	Express Cargo Van	2013	1GCSGAFX6D1116611	BPGX20
193	ISUZU	NPR	2013	JALC4W16XD7003278	BTUT18

ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
23	Mack	Self loader Dump Trucks	2000	1M1AA13Y9YW115875	N4542P
25	Mack	Dump Trucks	2000	1M1AA13Y7YW115874	N4541P
102	CHEVROLET	Silverado	2007	2GCEC13C371571201	937JSL
107	CHEVROLET	Silverado 2500	2002	1GCHK23162F225522	134IXI

108	CHEVROLET	Pick up 1500	2005	1GCEC14V95Z174340	148YPJ
111	CHEVROLET	SILVERADO	2007	1GCEC14C37Z565162	936JSL
112	ISUZU	NPR 4.8L	1999	JALB4B148X7006090	553LJY
117	FORD	F-800 Bucket Truck	1995	1FDPF80C7SVA15554	N7722H
120	CHEVROLET	Silverado 1500	2003	1GCEC14X13Z336833	089KCX
121	CHEVROLET	Silverado 1500	2007	1GCEC19X47Z646831	002VVD
122	CHEVROLET	Silverado 2500	2007	1GCHC29U37E102658	P616UH
123	CHEVROLET	Silverado 1500	2007	1GCEC19X17Z644955	179JHP
133	FORD	F-800 Diesel	1997	1FDXF80C7VVA36313	N6031T
135	CHEVROLET	COLORADO	2005	1GCCS148658218739	Q146PH
136	CHEVROLET	SILVERADO	2007	2GCEC13C671616003	938JSL
137	CHEVROLET	SILVERADO	2005	1GCEC14XX5Z216791	Q542SX
138	CHEVROLET	SILVERADO	2005	1GCEC19X052229283	Q541SX
145	CHEVROLET	PK1500	2004	1GCEC14VG4Z331272	V979MP
148	CHEVROLET	1500	2004	1GCEC14X05Z220154	144HKZ
151	CHEVY Ext Cab	2500	2006	1GCHC29U66E105648	U341JE
158	Izuzu	FTR Plancha	1998	4GTJ7C138WJ600941	687HKX
160	CHEVROLET	PK1500	2007	3GCEC13C47G519681	939JSL
166	Tri fun	Truck 3	2009	5YPTT4789P000006	1839EF
179	Ford	F150	2010	1FTEX1CW5AFB42379	885VYP
182	CHEVROLET	Cargo Van	2011	1GCWGGCAXB1175016	646YTT
183	CHEVROLET	Silverado	2011	1GCRCPEX3BZ138837	528YUL
184	FORD	Ranger	2011	1FTKR1AD3BPA19044	103YUA
185	FORD	Ranger Super Cab 4x2	2011	1FTKR1ED2BPA58699	302YTT
188	Suzuki	Mini Truck	2004	DA63T-303159	BHKM05
189	Suzuki	Mini Truck	2005	DA63T-287837	BHKM04

191	Ford	F750 Bucket Truck	2011	3FRNF7FC2BV133774	BJAD11
194	International	4900 (WATER TRUCK)	2000	1HTSDAAN6YH268998	N6855K
195	CHEVROLET	Silverado 1500	2013	1GCREA3DZ275836	AYF2714
197	Ford	F750 Bucket Truck	2011	3FRXF7FC5BV620301	CCIQ18
1000	NISSAN	Frontier	2009	1N6AD07W49C422784	U593YQ
1002	Ford	F150	2005	1FTPW14576KB15815	
1003	Ford	F150	2005		
ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
144	CHEVROLET	COLORADO	2005	1GCCS146658187958	
156	CHEVROLET	Cobalt	2007	1G1AK55F077150967	X122ZV
175	Nissan	Sentra	2010	3N1AB6AP2AL620482	BKWW46
176	Nissan	Sentra	2010	3N1AB6AP1AL601809	BKWW47
178	Nissan	Sentra	2010	3N1AB6AP5AL611081	BKWW45
201	Ford	Fusion	2015	3FA6P0LU3FR197801	DGJN97

ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
141	CHEVROLET	Silverado 3500	2005	1GCJC39U95E253928	S314IL
186	Jeep	Patriot Sport	2011	1J4NT1GA1BD287534	AEUF71
196	Artic Cat	ATV 350 FIS	2012	RFB12ATV7CK6N0130	N/A

No.	Year	Make	Description	Model	Serial
824		CAT	Backhoe	420 D	CRS26418
825		CAT	Skit Steer	242 B	BXM02084
826		Thomas	Front Loader	173	921117 3 HL
828		John Deer	Gator	HD200	TC2020A020415
829		BUSH HOG	Rotary Mower	SQ600R3	12-461198 (7N99)
832	2003	New Holland	Skid Steer Loader	LS-180 (20030)	LMU0007345
853	2005	CARLTON	SP4012	Stump Grinder	1J9B11226D1167067
854	2005	CARLTON	SP4012	Stump Grinder	1J9B11223D1167463

855	2009	ATHENS	ARADO	055-1622-642	009147
857		TORO	MOWER	REEL MASTER	5500-D
859	2011		Plastic Sprayer Tank w/Sprayer color Red		
867		Progressive SDR- 65	Roller Mower		
869	2009	TMG Aluminum Boat	Boat - 1032	BUJ62372E809	
881	2013	GENIE	Articulating Boom Lift	Z45	Z452513A-4895L
904	1999	BUSH HOG	Side Mount Mower	SM60	12-00970
905		MALETTI	Gear Driven Soil Tiller		
906			Tree Boom for Skidsteer		
907	2013	STIHL	Man Earth Auger	STEBT121	176865380
859	2011		Plastic Sprayer Tank w/Sprayer color Red		
867		Progressive SDR- 65	Roller Mower		
869	2009	TMG Aluminum Boat	Boat - 1032	BUJ62372E809	
881	2013	GENIE	Articulating Boom Lift	Z45	Z452513A-4895L
904	1999	BUSH HOG	Side Mount Mower	SM60	12-00970
905		MALETTI	Gear Driven Soil Tiller		
907	2013	STIHL	Man Earth Auger	STEBT121	176865380

Staffing

SFM Services, Inc. has been incorporated in the State of Florida since 1987. The company is owned and managed by the father and son team of Jose and Christian Infante. Currently the primary markets served are Miami-Dade and Broward County. SFM's workforce is composed of approximately 750 employees.

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ ISA Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ FNGLA Maintenance Technicians
- ✓ Licensed Herbicide Applicators
- ✓ Horticultural Certifications
- ✓ Tree Trimmer Licensed



Jose M. Infante, Founder of SFM Services has forty (40) years of experience in the landscape industry. He is also a certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association). He also holds a pest control applicator license.



Christian Infante, President has nineteen (19) years of experience in the landscape industry. Mr. Infante has a Bachelor's degree in Business Marketing & Management from Florida International University. He is an ISA Certified Arborist and is certified in Maintenance of Traffic.



Mario Cantero, Landscape Manager. Mr. Cantero has been oversees all landscape operations. He has nine (9) years of experience in the service industry. He is M.O.T. certified and certified in Horticultural Studies. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture.



Robert Fisk, Environmental Planner has a bachelor degree in landscape architecture from Louisiana State University. Mr. Fisk is also an ISA certified arborist and has over 15 years of landscape & irrigation experience.



Robert Sunshine, ISA Certified Arborist and SFM project manager with 10 years of experience in landscape management. Robert has completed overseeing several large landscape and irrigation projects for SFM that include: Zoo Miami, Dania Casino, FDOT Monroe US1 Highway, & FDOT Tampa installation.



SFM Maintenance Crews. Management strongly believes in promoting from within our own staff. All supervisors have begun at the maintenance personnel level. SFM has very low turnover compared to other firms in the industry.



Rodney McNeil, Athletic Fields Specialist. Mr. McNeil has four years of agronomy related studies. He has been directly involved in all of all phases of golf course construction from land clearing through turf grass establishment. He is a member of the Florida Turf Grass Association, Florida Golf Course Superintendents Association, and the Golf Course Superintendents Associations of America.



Alirio Alcala, Asset Manager. Mr. Alcala plans, directs, and coordinates the operation of SFM's fleet of over 80 vehicles and equipment. He also oversees the preventative maintenance program for equipment and vehicles.



Sandy Lopez, Director of Human Resources. Miss Lopez's department handles all payroll and HR related duties with a team of three clerks. Employees with any issues or accident reports meet with Sandy routinely.



Ester Garcia, Controller oversees all the daily accounting activities for SFM. Due to this labor intensive industry, daily reviews of direct labor and overhead absorption and produce analysis for management. Complete monthly financial review with recommendations to management.

Christian Infante
President
cinfante@sfmtservices.com

Education

1992 to 1996	Christopher Columbus High school
1997 to 2002	Florida International University Bachelor's degree in Marketing
2006	University of Florida Certificate Course in Horticulture
2008	ISA Certified Arborist (Lic. # FL-5916A)

Experience

1998 to Present	SFM Services, Inc. Oversee all aspects of landscape operations Implemented floor care programs New account start ups Directly involved in all phases of disaster recovery projects Maintain business relations with clients Oversee all financial aspects of company Prepare government bids New contract negotiations and business development
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Additional Skills

Certified Arborist with ISA
Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, Powerpoint,
Effective Management, Communication, and Leadership
skills, C.P.R. Certified

**Volunteer
Activities**

Miami Lighthouse for the Blind Business Advisory Counsel
Board of directors of Jose Peres ALS Recovery Golf Classic
Pilar Board, Miami Beach Chamber of Commerce

Jose M. Infante
Founder
jinfante@sfmservices.com



Education

1963 to 1967	Christopher Columbus High school
1969 to 1970	University of Miami
1970 to 1973	Miami Dade Community College Associates Degree

Experience

1972 to 1986	Property Management & Maintenance Vice President & Stockholder In charge of all landscape operations Recruitment of personnel
1987 to Present	SFM Services, Inc. Founder & Stockholder Oversee all aspects of Safety Program Oversee all financial aspects of company

Additional Skills

Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, Powerpoint,
Effective Communication and Leadership skills
ISA Florida Certified Arborist

Volunteer Activities

Director of Cuban Democracy PAC
Member of American Public Works Association

Rodney G. McNeill
Turf Specialist
RMcneill@sfmtservices.com



Education:

- Years of Agronomy Related Studies
- Restricted use of Pesticide License

Experience:

- SFM Services, Inc. athletic field specialist.
- City of Miami Melreese Golf Course
- Red Berry's Baseball World

Member of:

- Golf Course Superintendents Association of America
- Florida Turfgrass Association
- Florida Golf Course Superintendents Association

Qualifications:

- Completed construction and renovation of golf courses including all tee complexes, bunkers, and greens.
- Knowledge of computer controlled irrigation
- Ability to oversee maintenance operations of a 36-hole golf course

Mario Cantero
Landscape Manager
MCantero@sfmtservices.com

Education

1986 to 1990	Coral Gables Sr High school
1991 to 1993	Miami Dade College
1994 to 1996	Tallahassee Community College
2014	Florida International University Certificate Course in Horticulture

Experience

2012 to Present	SFM Services, General Manager – Landscape Division Oversee all aspects of landscape operations New account start ups Directly involved in all phases of disaster recovery projects Maintain business relations with clients Oversee all financial aspects of division Prepare government bids New contract negotiations and business development
2010 to 2012	Eulen America, VP Marketing & Business Development New contract negotiations and start up Maintain business relations with clients Prepare and submit aviation & airline related bids
2001 to 2010	ASM Aviation Services, VP Operations Oversee all aspects of aviation operations at 16 US cities Involved in all contract negotiations and business development New account start ups

Additional Skills

Advanced Maintenance of Traffic (MOT) Certified
Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, Powerpoint
Effective Management, Communication, and Leadership skills

Robert Sunshine
Project Manager
RSunshine@sfmtservices.com

Education:

University of Florida - Gainesville, FL.
Bachelors of Business Administration (BBA)
Major area of study – Economics

International Society of Arboriculture
Florida Certified Arborist # FL 6141A

Experience:

2014 to Present SFM Services, Inc.
Project Manager – Estimator, Procurement, Arborist & Landscape Inspector
Onsite handling of landscape and irrigation subcontractors
Development and estimation of new work, from bidding, sourcing materials through final installation
Administrative responsibilities include: utility / line locates, permitting, certified payroll, AIA billing, heavy excel usage, punch list and inspection through close-out process.

Projects include:

PCL Construction: Zoo Miami – Mission Everglades Project
Florida International University- Mango Building project
City of Coral Gables – Citywide Tree Succession project
FDOT Hillsborough County – Courtney Campbell Beautification
FDOT Monroe County Mile Marker 106.3 - 99.6

2009 – 2013 Frank's Lawn & Tree Service, Inc.
Office Manager / ISA Florida Certified Arborist # FL-6141A
Process field estimates, generating proposals and processing work orders
Finalize job contracts from warranty letters thru as-build's and manuals, filing of liens and closing out of jobs in computer.

Qualifications

Landscape Inspectors Association of Florida
LIAF Florida Landscape Inspector # 2015-0158
State of Florida Department of Environmental Protection
Green Industries Best Management Practices Certificate # GV13255
Broward County Tree Trimmers License – # A-621

Alain Barriero
Field Supervisor
abarriero@sfmservices.com

Education

2013	Best Management Practices Florida Green Industries
2013	University of Florida Extension Office Basic Tree Trimmer Certification
2014	Florida International University Certificate Course in Horticulture

Experience

2003 to Present	SFM Services, Inc. Landscape Supervisor Assure landscape labor budgets are kept. Oversee landscape equipment is maintained properly. Assure fuel budgets are kept.
1995 to 2003	Recio & Associates Landscape Supervisor Assure landscape labor budgets are kept. Oversee landscape equipment is maintained properly. Assure fuel budgets are kept.

Additional Skills

Advanced Maintenance of Traffic (MOT) Certified
Fluent in English and Spanish
Computer literate: Microsoft Word and Excel
Effective Management, Communication, and Leadership skills

Ned Skiff
Project Manager
nskiff@sfmservices.com

Education

1975	Stetson University B.B.A. Marketing
1994	FNGLA Certified Landscape Contractor #0123
2012	ISA/UF Whitefly Management

Experience

20014 to Present	SFM Services, Inc. Landscape Project Manager Oversee landscape maintenance accounts. Maintain client relation and communication Oversee Integrated Pest Management program Assist with plant selection
2006 to 2014	Skiff & Company, Inc. Full service design Landscape construction Landscape and irrigation maintenance Assure fuel budgets are kept.
2003 to 2006	Vila & Son Landscaping Project Manager & Business Development Assured projects were complied to specifications

Additional Skills

FNGLA Certification Test Judge
FNGLA Short Courses 1998, 2004, 2006, 2010
Class B Commercial Driver's License
Effective Management, Communication, and Leadership skills

Richard Wilkonson
Quality Control
RWilkonson@sfnservices.com

Education:

2004-2008	Christopher Columbus High School
2013-2015	Miami Dade College Associate's Degree in Agricultural Science
Current	University of Florida Bachelor's Degree Agricultural Science- Food & Resource Management

Experience:

Current	SFM Services, Inc. Quality Control Monitor maintenance on all accounts. Ensure maintenance is at an exceptional level.
2015 to 2017	Visualscape, Inc. Crew leader responsible for maintenance of various accounts. Led a crew of 5 efficiently and appropriately. Responsible for noting and documenting any issues in landscaping. Spraying chemicals and fertilizer in a residential/commercial landscape
2013-2015	Crandon Golf course Operated heavy machinery used on golf courses. Applied fertilizer and pesticide in large scales. Minor maintenance of large mowers. Trained new employees in safety and correct use of machinery.

Additional Skills

Computer Literate: Microsoft, Linux, Sabre.
Knowledge of proper use of all landscape equipment.
Extensive knowledge of turf grass maintenance and care.

Volunteer Activities

Trump National in Doral; WGC at The Blue Monster
Camillus House-Naranja Cottage
Police Benevolent Association

SAFETY PROGRAM POLICY

To assist in providing a safe and healthy work environment for employees, clients and students, SFM Services has established a workplace safety program. This program is a top priority for SFM. The Human Resources Department has the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

When new employees are hired, they watch training videos with all safety procedures. Signed verification forms of them having seen a video before they start working is kept in their file. Several of SFM's management is also certified in Maintenance of Traffic

SFM provides information to employees about workplace safety and health issues through regular internal communications channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe workplace practices and procedures to eliminate or minimize hazards.



Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.



In the last 7 years, SFM has had two citations from the U.S. Department of Labor Occupational Safety and Health Administration. Both citations were to a tree trimming crew for not wearing a protective helmet and the other for not wearing a body belt attached to the boom. Both were corrected during the inspection and addressed in safety training.

EMPLOYEE SAFETY BBQ



➤ **242 Days without an employee accident!!!**



Landscapers Safety Training

Drug Free Workplace Program

SFM Services is committed to providing a safe, efficient and productive work environment for all employees and for that we have a drug free policy, employees may be asked to provide body substances samples (such as urine and /or blood) to determine the illicit or illegal use of drugs and alcohol. We test 15 employees each month. SFM is proud to participate in the National Drug Free Workplace Program.

Objectives/goals:

1. To reduce drug use in the workplace
2. To increase productivity
3. To improve efficiency
4. To reduce accidents in the workplace
5. To demonstrate a more professional attitude and standard of conduct
6. To deliver better customer service



To achieve these goals, SFM conducts:

1. Initial and periodic safety training sessions
2. Drug Abuse Awareness pamphlets
3. Random Drug Screening of existing employees
4. Complete drug Screening of all job candidates prior to start of assignments
5. Alcohol and Drug screening in the event of work-related accidents
6. Formal and informal counseling by trained supervisors

Hiring Format

Prior to commencement of work SFM performs investigative background checks for all employees. While performing investigative background checks which will include the following:

**CRIMINAL
BACKGROUND
CHECK
SYSTEM**

- Social Security Number Verification
- Criminal History Search (7 years)
- Employment Verification
- Violent Sexual Offender Registry Search
- DMV Records (5 years)
- Florida HRS Abuse Registry

Uniform & ID's

We realize the importance that a properly-identified employee can have in a city. For this reason SFM provides uniforms that are easily identifiable and professional. Shirts are made of a polyester-cotton blend that makes it easy for our landscapers to keep them clean. We issue five sets to each landscaper and mend or replace them as needed.

Should the City wish a different type of uniform, we can provide shirts, slacks, windbreakers and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors and logos.

Just as important as a clear, identifiable uniform is the identification card, that every SFM employee is provided and required to carry with them at all times during work hours.

SFM understands and enforces the need to have all personnel in a city clearly identified. We want to make sure your citizens feel safe in their city parks and that they always know who is working around them.



Our employee IDs serve 2 purposes:

1. TO CLEARLY IDENTIFY AN SFM EMPLOYEE
2. TO TRACK EACH EMPLOYEE'S TIME AS A TIME CARD SWIPE SYSTEM.

SFM crew photographed at City of Miami Beach's Star Island.



Work Experience



City of Coral Gables

2800 SW 72nd Ave. Miami, Fl. 33155

Bob Boberman, Public Service

Ph: 305.460.5130 Fax: 305.460.5133

Email: bboberman@coralgables.com

Date of Service: 2002 to Present

Contract Amount: Over \$500,000.00 per year

Description of Service:

SFM maintains the medians and right of ways for the City of Coral Gables. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming.

SFM is the prime contractor.



City of Doral

8401 NW 53rd Terrace. Doral, Fl. 33166

Carlos Arroyo, Public Works

Ph: 305.593.6725 Fax: 305.470.6850

Email: Carlos.Arroyo@cityofdoral.com

Date of Service: 2006 to Present

Contract Amount: Over \$200,000.00 per year

Description of Service:

SFM provides complete landscape and irrigation maintenance to the City. SFM also completed the City's first beautification project on NW 58th Street. Other services currently provided are street sweeping services and canal cleaning services.

SFM is the prime contractor.



Miami Parking Authority

190 NE 3rd Street. Miami, Fl. 33132

Arthur Noriega, CEO

Ph: 305.373.6789 Fax: 305.371.9451

Email: anoriega@miamiparking.com

Date of Service: 2009 to Present

Contract Amount: Over \$400,000.00 per year

Description of Service:

SFM provides complete landscape maintenance and daily porter service to MPA's 30 parking locations throughout the City of Miami.

SFM is the prime contractor.

**Town of Miami Lakes**

Alex Rey, Town Manager

Ph: 305.364.6100 Fax: 305.558.8511

Email: reya@miamilakes-fl.gov

Date of Service: 2004 to Present

Contract Amount: Over \$200,000.00 per year.

Description of Service:

SFM provides landscape maintenance, tree trimming, litter control, handyman, & canal cleaning services throughout the Town. Landscape planting has also been provided.

SFM is the prime contractor.

**City of Miami Beach (Right of Ways & Buildings)**

Millie McFadden

Ph: 305-673-7720 Fax: 786.394.5424

Email: mililiemcfadden@miamibeachfl.gov

Date of Service: 2011 to Present

Contract Amount: Over \$700,000.00 per year.

Description of Service:

SFM provides complete landscape maintenance (tree trimming, irrigation, litter control, lawn care) throughout the city's right of ways and municipal buildings.

SFM is the prime contractor.

**City of South Miami**

Armando Munoz, Parks Superintendent

Ph: 786.482.5800

Email: amunoz@southmiamifl.gov

Date of Service: 2013 to Present

Contract Amount: Over \$100,000.00 per year.

Description of Service:

SFM provides complete landscape maintenance to City's medians, right of ways, and parks.

SFM is the prime contractor.

➤ Additional references are available upon request.

Distinctive Services Offered:

Disaster Recovery Services

SFM has the necessary equipment and experience to provide complete Disaster Recovery Services. Therefore for any Emergency, **SFM can deploy additional employees.** Some of our clients in disaster recovery services include:

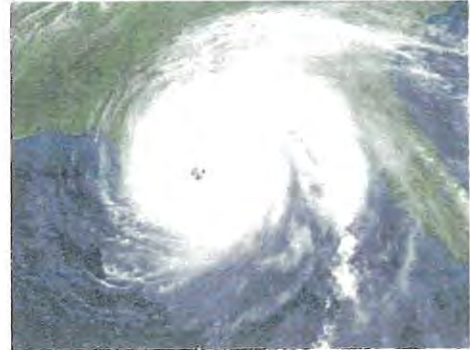
- Miami-Dade County
- Dade County School Board
- Florida Dept. of Transportation
- City of Doral
- Town of Miami Lakes

SFM's additional crews can be dispatched to:

- Install hurricane shutters
- Debris removal & disposal
- Supply generators, 2-way radios, etc.
- Emergency water extraction & restoration
- Trim low hanging dangerous branches

SFM has provided disaster recovery service to several municipalities after the following storms:

- Hurricane Andrew
- Hurricane Wilma
- Hurricane Katrina (Mississippi & Florida)
- Hurricane Francis
- Hurricane Charley
- Hurricane Dennis
- Hurricane Ike (Texas)



Street Sweeping Services

SFM owns a fleet of (7) street sweepers used to clean municipal streets, highways, and parking lots.

SFM Currently Sweeps:

- City of Doral
- City of West Park
- City of Lauderdale Lakes
- FDOT District 4
- Town of Miami Lakes



Pressure Washing Services



SFM has 3 trailer mounted pressure washing rigs equipped with water holding tank and steam pressure capability.

Litter Control Services

SFM offers litter control and large debris removal services to several municipalities throughout Miami-Dade County.

SFM is equipped with:

- Eco friendly utility cars
- Self loader grapple trucks (45CY)



Event Cleaning

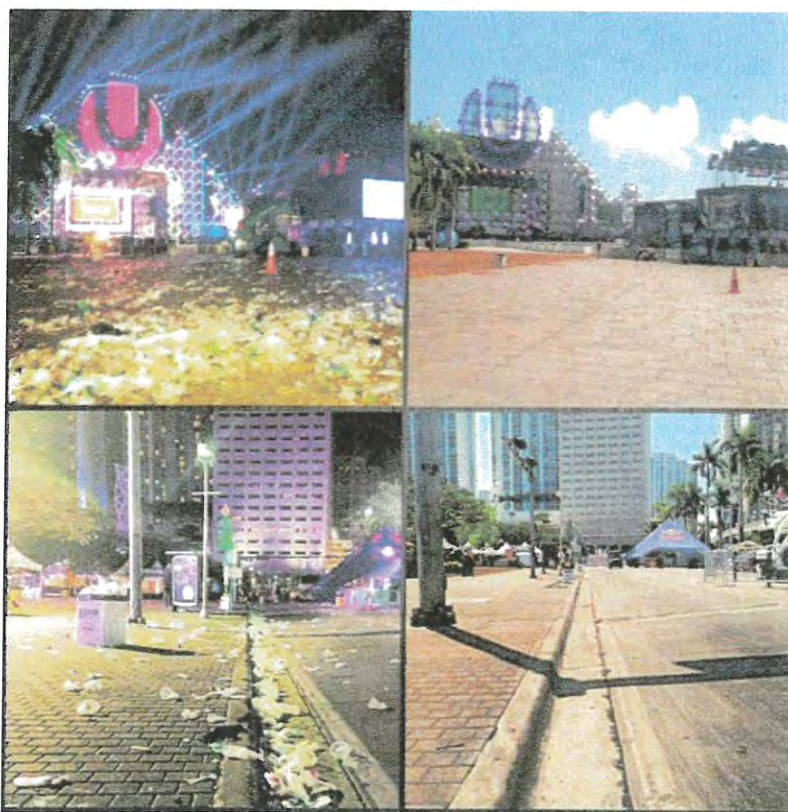
SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

- Dade County Fair & Expo. Center
- Ultra Music Festival
- Bayfront Park & Amphitheater
- 2010 Superbowl & Pro Bowl



BEFORE

AFTER



- *Ultra Music Festival (165,000 Attendance)*

Community Involvement

SFM strongly believes in giving back to the community. Christian Infante, VP of SFM is personally involved in several of the charities listed below.

✓ **Baptist Saute & Sip**

SFM has been proud to sponsor this great cause for the last 2 years. Contributions raised are for the Breast Cancer centers and patients.

✓ **Jose A. Perez ALS Golf Classic**

Christian Infante has been on the Golf tournament committee for last 14 years. He has help raised funds for the research of Amyotrophic Lateral Sclerosis also known as ALS, "Lou Gehrig's" disease.

✓ **City of Miami Golf Classic**

Jose Infante is currently on the executive committee for this charity golf tournament. The funds are for programs for persons with disabilities and for the Sandra DeLucca Development Center.

✓ **Zoological Society**

SFM has been a proud sponsor for this non-profit organization for Metrozoo. This charity was founded in 1956.

✓ **The Kiwanis of Little Havanna**

SFM is proud to have made charitable contributions to the Kiwanis since 2004.

✓ **Tee For Tots**

This charity is dedicated to raising funds for pediatric cancer research, specifically neuroblastoma, and to assist with support services for pediatric cancer patients.

League Against Cancer



City of Doral
Earth Day Tree Donation



Miami Dade Schools & Miami
Dolphins Butterfly Garden



Town of Miami Lakes
Tree Trimming Services
RFP 2017-25
Form PP - Price Proposal

Note: Proposer's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Proposals. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. See Price Sheet Form Notes for line item details.


Section A - Basic Services

Type of Pruning	Description	U/M	Unit Price	Estimated Quantity	Extended Price
Complete Tree Pruning					
<u>Phase Work</u>	Phase 1 Area	Per Tree	\$43.90	3730	\$ 163,747.00
	Phase 2 Area	Per Tree	\$38.81	2646	\$ 102,691.26
	Phase 3 Area	Per Tree	\$35.03	4738	\$ 165,972.14
	Subtotal				\$ 432,410.40
<u>Pruning Programs</u>	Annual Palm Pruning Program	Per Tree	\$15.43	2071	\$ 31,955.53
	Annual Aesthetic Pruning Major Corridor Program	Per Tree	\$49.43	1314	\$ 64,951.02
Total Bid Amount					\$ 529,316.95

Firm's Name:

SFM SERVICES INC

Signature:



Print Name/Title:

MARIO CANTERO, GENERAL MANAGER - LANDSCAPE

Email Address:

MCANTERO@SFM SERVICES.COM

Section B - Additional Services (1 of 2)

Description	U/M	Unit Price
Emergency Response	Fee Per Call	\$300.00
Additional Services		
Arborist	Hourly Rate	\$65.00
Supervisor	Hourly Rate	\$55.00
Tree Trimmer	Hourly Rate	\$45.00
MOT	Fee Per Work Order	\$150.00
Specialty Type Tree Pruning		
Less than 19" DBH	Per Hour	\$66.00
19" to 24" DBH	Per Hour	\$90.00
25" to 36" DBH	Per Hour	\$114.00
Over 36" DBH	Per Hour	\$180.00
Hazard Type Tree Pruning		
0" to 6" DBH	Per Tree	\$12.00
7" to 12" DBH	Per Tree	\$32.10
13" to 18" DBH	Per Tree	\$48.00
19" to 24" DBH	Per Tree	\$60.00
25" to 30" DBH	Per Tree	\$82.80
Over 30" DBH	Per Tree	\$132.00
Palm Tree Pruning		
0'-50' tall	Per Tree	\$30.00
Over 50' tall	Per Tree	\$35.00
Whitefly Treatment		
0" to 6" DBH	Per Tree	\$30.00
7" to 12" DBH	Per Tree	\$60.00
13" to 18" DBH	Per Tree	\$75.00
19" to 24" DBH	Per Tree	\$120.00
25" to 30" DBH	Per Tree	\$135.00
Over 30" DBH	Per Tree	\$165.00
Removal of Tree Suckers*	Per Tree	\$25.00
Tree Watering	Per Tree	\$25.00
Crew Rental - 2-man Crew with Equipment	Per Hour	\$75.00
Root Pruning	Per Tree	\$75.00

* This Fee will apply when the only Work performed is the removal of Tree Suckers. This Fee will not apply where Tree Sucker removal occurs during the course of the Tree Trimming Work.

Firm's Name:

SFM SERVICES INC.

Signature:



Print Name/Title:

MARIO CANTERO - GENERAL MANAGER - LANDSCAPE

Email Address:

MCANTERO@SFM-SERVICES.COM

Section B - Additional Services (2 of 2)

Description	U/M	Unit Price
Tree Installation, Delivery, and Grow-In Maintenance*		
10' to 12' Height	Per Tree	\$195.00
12' to 14' Height	Per Tree	\$330.00
14' to 16' Height	Per Tree	\$460.00
16' to 18' Height	Per Tree	\$460.00
Over 18' Height**		
Tree Removal & Stump Removal		
0" to 6" DBH	Per Tree	\$140.00
6" to 12" DBH	Per Tree	\$180.00
12" to 18" DBH	Per Tree	\$235.00
18" to 24" DBH	Per Tree	\$825.00
24" to 30" DBH	Per Tree	\$950.00
Over 30" DBH	Per Tree	\$1,190.00
Stump Removal Only		
0" to 6" DBH	Per Stump	\$85.00
6" to 12" DBH	Per Stump	\$85.00
12" to 18" DBH	Per Stump	\$85.00
18" to 24" DBH	Per Stump	\$175.00
24" to 30" DBH	Per Stump	\$200.00
Over 30" DBH	Per Stump	\$350.00
Palm Removal		
Under 18" DBH	Per Tree	\$120.00
19" to 24" DBH	Per Tree	\$175.00
Over 25" DBH	Per Tree	\$350.00
Aesthetic or Service Request Pruning		
0"-6" DBH	Per Tree	\$66.00
7" to 12" DBH	Per Tree	\$66.00
13" to 18" DBH	Per Tree	\$66.00
19" to 24" DBH	Per Tree	\$90.00
25" to 30" DBH	Per Tree	\$114.00
Over 30" DBH	Per Tree	\$114.00

*For Trees under 18', the caliper of the Tree should be between 3" to 5".

**A Work Order Proposal will be requested for Trees in excess of 18' in height.

Firm's Name: SFM SERVICES INC.

Signature: 

Print Name/Title: MARIO CANTERO, GENERAL MANAGER - LANDSCAPE

Email Address: MCANTERO@SFM SERVICES.COM

Section C - Specialty Equipment*

[illegible]

*This Section should be used to list any specialty equipment the Proposer anticipates utilizing during the course of the Work.

Firm's Name:

SFM SERVICES, Inc.

Signature:

hmi

Print Name/Title:

MARIO CANTERO, GENERAL MANAGER - LANDSCAPE

Email Address:

MCANTERO @ SFM SERVICES. LOM



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Employee Bonus Program Amendment
Date: 7/25/2017

Recommendation:

It is recommended that the Town Council amend 'Exhibit A' to the Town's employee bonus Ordinance 03-29 to comply with changes to Florida Statute 215.425 as described below.

Background:

In January, 2003, the Town adopted Ordinance No. 03-29 establishing an employee bonus program for employees of the Town. The Ordinance includes Exhibit "A", which lists the criteria for the employee bonus program. Bonus awards are performance based and are given out as a one time payment subject to budgeted funds.

The Town's current employee bonus program limits the bonus program to executive staff members only. As amended, pursuant to Florida Statute 215.425(3)(d), the bonus program will be eligible to all employees who meet the performance criteria. In addition, as amended, the criteria more clearly defines specific performance standards by which a bonus will be awarded. An employee must obtain an overall performance rating of Exceptional or Above Average to be eligible for a bonus.

Florida Statute 215.425(3) requires that:

Any policy, ordinance, rule, or resolution designed to implement a bonus scheme must:

- (a) Base the award of a bonus on work performance;
- (b) Describe the performance standards and evaluation process by which a bonus will be awarded;
- (c) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and
- (d) Consider all employees for the bonus.

ATTACHMENTS:

Description

Ordinance with Exhibit "A"

ORDINANCE NO. 17-____

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES,
FLORIDA, AMENDING TOWN'S EMPLOYEE BONUS
ORDINANCE 03-29; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN CODE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on January 14, 2003, the Town adopted Ordinance 03-29, which established an extra compensation program, also known as a bonus program ("Bonus Program") for executive employees whose performance exceeds employment standards; and

WHEREAS, the Town Council believes it is in the best interest of the Town to award all employees who exceed employment standards with bonuses; and

WHEREAS, Florida Statute § 215.425, as amended in 2011 provides that a Bonus policy or Ordinance must be based on work performance, describe the performance standards and evaluation process in order to obtain a bonus, provide notification to all employees of the bonus policy or Ordinance, and consider all employees; and

WHEREAS, the Town Council believes it is in the best interest of the Town to amend Ordinance 03-29 in order to provide a Bonus Program for all Town Employees and comply with Florida Law.

**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. Adoption. The Town Council hereby amends Ordinance 03-29, "Employee Bonus Program", which shall read as set forth in **Exhibit "A"** hereto, which is incorporated herein.

Section 3. 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 4. 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.

***** THIS SPACE INTENTIONALLY LEFT BLANK *****

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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this _____ day of July, 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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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:

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

EXHIBIT "A"
TOWN OF MIAMI LAKES
EMPLOYEE BONUS PROGRAM

Bonus awards provide a vehicle for recognition of significant, outstanding employee performance. Bonuses are performance-based salary increases for ~~professional/managerial~~ Town employees and may be granted at the time of an employee's annual merit review or on an ad-hoc basis, as deemed appropriate. Bonus payments remain subject to the Town's Manager's review.

A bonus is a one-time, non-recurring amount that does not increase base pay or anniversary date. The cost of the bonus is not compounded by future wage adjustments. The Town is not required to make a contribution to the Town's 401(a) or 457 since bonuses are not considered to be wages for retirement purposes. A bonus, if awarded, shall be in addition to and not in lieu of any Cost of Living increases.

CRITERIA

1. To compensate ~~executive~~ all employees for performing duties:
 - a. of a higher classification for a period longer than two weeks.
or
 - b. which far exceed the performance measures for the position for which the employee was hired.
2. Evaluations of outstanding performance shall be determined as follows:
 - a. The employee must have an outstanding rating in all ~~of the~~ performance evaluation categories which include:
 1. Quality of Work
 2. Productivity
 3. Knowledge of the Job
 4. Reliability and Dependability
 5. Attendance
 6. Initiative
 7. Creativity
 8. Working Relationships
 9. Adherence to Policies and Procedures
 - b. The employee must have accomplished a significant majority of the goals established between the employee and the Manager, at the beginning of the assignment.

3. A completed Employee Evaluation Form must be attached to any request for bonus distribution.



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Developer Information Sessions
Date: 7/25/2017

Recommendation:

Staff recommends approval of the ordinance requiring developer information sessions for certain planning and zoning applications to increase public awareness and encourage public participation in the development process.

Background:

On February 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore and return to a workshop with recommendations regarding information sessions conducted by an applicant/developer that has made a zoning application subject to public hearing before the Town Council. The idea was to create an informal setting where the public could learn about a proposed project in advance of its presentation at a Town Council hearing. There currently are no provisions within the Land Development Code that provide for such informational sessions.

On June 27, 2017, at a publicly advertised workshop of the Town Council, staff presented a recommended approach regarding "Developer Information Sessions." After some discussion, consensus was reached requiring such sessions to be conducted in an informal format, at a site preferably at, or as near as possible to, the project site or if not feasible, at Town Hall; for all projects subject to Town Council consideration that involve projects that are equal to or greater than 50 residential units and/or 50,000 square feet of commercial area. The cost of the developer information session will be paid by the developer. Any staff or direct costs incurred by the Town will be reimbursed by the developer through the cost recovery process. The proposed ordinance is reflective of that consensus.

On July 19, 2017, this item was brought before the Town's Planning and Zoning Board, and in its function as the Town's Local Planning Agency ("LPA"), voted to recommend the approval of this Ordinance.

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

Staff Analysis and Recommendation

To: Honorable Mayor and Town Council
From: Darby P. Delsalle, AICP, Planning Director
Subject: Developer Information Sessions
Date: July 7, 2017

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 13-301, RELATING TO DEVELOPMENT APPROVAL PROCEDURES; CREATING SECTION 13-301(s) REQUIRING DEVELOPER INFORMATION SESSIONS FOR ZONING APPLICATIONS OF A SPECIFIED DENSITY/INTENSITY THAT ARE SUBJECT TO TOWN COUNCIL CONSIDERATION; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Mingo, Cid, Collazo, Daubert, Lama, Mestre & Rodriguez)

A. BACKGROUND

On February 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore and return to a workshop with recommendations regarding information sessions conducted by an applicant/developer that has made a zoning application subject to public hearing before the Town Council. The idea was to create an informal setting where the public could learn about a proposed project in advance of its presentation at a Town Council hearing. There currently are no provisions within the LDC's that provide for such informational sessions.

On June 27, 2017, at a publicly advertised workshop of the Town Council, staff presented a recommended approach regarding "Developer Information Sessions." After some discussion, consensus was reached requiring such sessions to be conducted in an informal format, at a site preferably at, or as near as possible to, the project site; for all projects subject to Town Council consideration that involve projects that are equal to or greater than 50 residential units and/or 50,000 square feet of commercial area. The proposed ordinance is reflective of that consensus.

B. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending notification requirements for zoning applications.

C. ANALYSIS

The Land Development Code (LDC) 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: Although the Comprehensive Plan does not specifically address public hearing requirements, Objective 1.2 provides underlying intent to ensure the LDC's appropriately regulate the use of land reflective of the community's desires. This is achieved by providing an informational session to the residents of Miami Lakes so that they may be more aware of developments to which they may have a particular interest.

Objective 1.2: LAND DEVELOPMENT CODE

Maintain an effective and efficient Land Development Code (LDC), which implements the community vision underlying the goals, objectives and policies of adopted Comprehensive Plan, regulates the quality, scope and impacts of new development and redevelopment, coordinates future land uses with topography and soil conditions, and incorporates innovative land development techniques.

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, of this report. The Town has recently experienced a volume of development application requests that are not typical to its past experiences since incorporation in the year 2000. This increase in activity has brought attention of the Town's residents regarding such zoning application requests and their desire to have more

information. In response, the Town Council directed the Town Manager to prepare recommendations on providing for developer information sessions, conducted in an informal setting, to increase resident awareness of pending projects. Those recommendations were presented at a Town Council Workshop on June 27, 2017. The attached proposed ordinance is reflective of those discussions.

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.

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, of this report. The proposed ordinance provides for a developer information session in advance of any Town Council hearing that may result in a final order for a project equal to or greater than 50 residential units and/or 50,000 square feet of commercial area. Such sessions should prove to better serve the general welfare by facilitating greater awareness of the project and potentially increase public participation in the development review process.

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, and Criterion 7 of this report. The proposed ordinance may result in some additional cost to the applicant/developer making a zoning request as a result of advertising in the Miami Laker Community Paper, as well as those potential costs associated with hosting a session. However, it is believed the sessions may have the potential of increasing public awareness and participation in the development review process. Staff believes this increased participation outweighs the impact of the additional costs.

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, and Criterion 7 and 8, of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC. The proposed ordinance provides a venue to increase the public’s awareness of pending zoning applications in an informal setting.

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 ordinance 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 MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 13-301, RELATING TO DEVELOPMENT APPROVAL PROCEDURES; CREATING SECTION 13-301(s), REQUIRING DEVELOPER INFORMATION SESSIONS FOR ZONING APPLICATIONS OF A SPECIFIED DENSITY/INTENSITY THAT ARE SUBJECT TO TOWN COUNCIL CONSIDERATION; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, section 13-301 of the Town's Land Development Code provides for generalized development review procedures related to zoning development applications subject to administrative or public hearing decisions; and

WHEREAS, the intent of such procedures is to ensure that an orderly and predictable review process is available for zoning development applications; and

WHEREAS, on February 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore the feasibility of amending our code to require zoning development applications, of determined densities and intensities, to provide as part of their application an educational forum regarding their development application to the public prior to Town Council consideration; and

WHEREAS, the intent of the forum is to keep the residents of the Town abreast to any pending zoning development applications that are to be considered by the Town Council; and

WHEREAS, on June 27, 2017, at a publicly advertised workshop, Town Staff presented its findings and recommendation to the Town Council regarding implementation of educational forums, titled "Developer Information Sessions," upon which the Town Council considered and expressed its desire to enact; and

WHEREAS, the amendment at Exhibit “A” is reflective of the Town Council’s desire as expressed at the June 27, 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 July 7, 2017, and incorporated into this Ordinance by reference; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (the “LPA”) for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on July 18, 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, with a suggested amendment regarding developers responsibility to bear the costs of the educational forums to the Miami Lakes Town Council; and

WHEREAS, on July 25, 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 September ____, 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, pursuant to Subsection 13-306(b) of the Town Code, 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 at 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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this _____ day of July, 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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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:

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

EXHIBIT A

Chapter 13 - LAND DEVELOPMENT CODE

* * *

ARTICLE III. - DEVELOPMENT APPROVAL PROCEDURES

* * *

Section 13-301 Generally

* * *

(s) Developer Information Sessions. Development applications involving a rezoning, Future Land Use Map amendment, conditional uses of 4,000 square feet or more, and site plans and variances for projects involving 50 or more residential units or more than 50,000 square feet of commercial floor area, shall be required to conduct a Developer Information Session. Such Sessions shall conform to the following provisions:

- (1) At a minimum, courtesy public notice shall include posting on the Town website and relevant social media sites utilized by the Town, notice to Home Owner Associations registered with the Town, and a 2"x 4" ad in the Miami Laker community newspaper. Notice shall be provided a minimum of 10 days in advance of the session. Failure to receive a courtesy public notice has no impact on the session. All expense of notification shall be borne by the developer/applicant.
- (2) When feasible, Developer Information Sessions should be held at the project site or nearest available facility thereto. Other acceptable sites include Town Hall, other Town facilities, or other off-site locations in close proximity to the project site.
- (3) Developer Information Sessions are not quasi-judicial proceedings. They are intended to be informal meetings aimed at providing the community with information regarding the project and an opportunity for the developer/applicant to answer questions about the project. The meetings shall be coordinated and conducted by the applicant with input from Town staff. Staff participation is limited as a resource to share Town plans and projects that may be relevant to the project.



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Mailers and Notices
Date: 7/25/2017

Recommendation:

Staff recommends approval of the attached ordinance amending notification requirements for planning and zoning applications to increase public awareness and encourage public participation in the development process.

Background:

On March 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore mailed notice requirements of the Land Development Code (LDC) and return to a workshop with recommendations that would enhance the reach, quality, and clarity of such notices. The request was driven by concerns that the public was not appropriately aware of pending projects in the wake of a development cycle more active than the Town was traditionally accustomed to experiencing.

As it currently stands, section 13-309 of the Town's LDC's requires development subject to public hearing to include a mailed notice to property owners within 500 feet of the proposed project. If the request includes a rezoning or amendment to the Future Land Use Map, such notice radius is required to be 2,500 feet. Projects where only administrative level review is required, notice is sent to adjacent properties, except in the case of an administrative (de minimis) variance, where no notice is required at all. The Town Council wanted to provide a broader overall reach of the notice, and provide it in a format that clearly identified the nature of proposed development.

On June 27, 2017, at a publicly advertised workshop of the Town Council, staff presented a recommended approach to mailing notification, including changing the format to a post card, utilization of plain language to describe a project, and radii options that are scaled according to intensity of development. These notices will only be sent to areas inside the boundaries of Miami Lakes. After some discussion, consensus was reached to utilize the easier to read post card notice, plain speech descriptions of the application request, and the following notice radii:

On July 19, 2017, this item was brought before the Town's Planning and Zoning Board, and in its function as the Town's Local Planning Agency ("LPA"), voted to recommend the approval of this Ordinance.

<u>APPLICATION INTENSITY</u>	<u>RADIUS IN FEET</u>
<u>Greater than or equal to 100 Residential Units or 100,000 sq. ft. Commercial</u>	<u>5,000</u>
<u>50 to 99 Residential Units - 50,000 to 99,999 sq. ft. Commercial</u>	<u>2,500</u>
<u>20-49 Residential Units - 20,000 to 49,999 sq. ft. Commercial</u>	<u>1,000</u>
<u>Less than 20 Residential units or 20,000 sq. ft. Commercial</u>	<u>500</u>
<u>Administrative (De Minimis) Variances</u>	<u>Adjacent Properties</u>

By
utilizing
the above
schedule,

notification is now reflective of the size of the proposed development and its potential impact to the surrounding community.

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

Staff Analysis and Recommendation

To: Honorable Mayor and Town Council
From: Darby P. Delsalle, AICP, Planning Director
Subject: Mail Notification Requirements
Date: July 14, 2017

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING NOTICE REQUIREMENTS; AMENDING SECTION 13-309, REQUIRING MAILING NOTIFICATION DISTANCES REFLECTIVE OF SCALE OF DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Rodriguez, Cid, Collazo, Daubert, Lama, Mestre & Mingo)

A. BACKGROUND

On March 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore mailed notice requirements of the Land Development Code (LDC) and return to a workshop with recommendations that would enhance the reach, quality, and clarity of such notices. The request was driven by concerns that the public was not appropriately aware of pending projects in the wake of a development cycle more active than the Town was traditionally accustomed to experiencing.

As it currently stands, section 13-309 of the Town's LDC's requires development subject to public hearing to include a mailed notice to property owners within 500 feet of the proposed project. If the request includes a rezoning or amendment to the Future Land Use Map, such notice radius is required to be 2,500 feet. Projects eligible for approval at an administrative level require little more than notice to adjacent properties, and in the case of an administrative (de minimis) variance, no notice at all. The Town Council wanted to provide a broader overall reach of the notice, and provide it in a format that clearly identified the nature of proposed development.

On June 27, 2017, at a publicly advertised workshop of the Town Council, staff presented a recommended approach to mailing notification, including changing the format to a post card, utilization of plain language to describe a project, and radii options that are scaled according to

intensity of development. After some discussion, consensus was reached to utilize the easier to read post card notice, plain speech descriptions of the application request, and the following notice radii:

<u>APPLICATION INTENSITY</u>	<u>RADIUS IN FEET</u>
<u>Greater than or equal to 100 Residential Units or 100,000 sq. ft. Commercial</u>	<u>5,000</u>
<u>50 to 99 Residential Units - 50,000 to 99,999 sq. ft. Commercial</u>	<u>2,500</u>
<u>20-49 Residential Units - 20,000 to 49,999 sq. ft. Commercial</u>	<u>1,000</u>
<u>Less than 20 Residential units or 20,000 sq. ft. Commercial</u>	<u>500</u>
<u>Administrative (De Minimis) Variances</u>	<u>Adjacent Properties</u>

By utilizing the above schedule, notification is now reflective of the size of the proposed development and its potential impact to the surrounding community.

B. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending notification requirements for zoning applications.

C. 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: Although the Comprehensive Plan does not specifically address public hearing requirements, Objective 1.2 provides underlying intent to ensure the LDC's appropriately regulate the use of land reflective of the community's desires. This is achieved by providing greater notice to the residents of Miami Lakes so that they may be more aware of developments in which they may have a particular interest.

Objective 1.2: LAND DEVELOPMENT CODE

Maintain an effective and efficient Land Development Code (LDC), which implements the community vision underlying the goals, objectives and policies of adopted Comprehensive Plan, regulates the quality, scope and impacts of new

development and redevelopment, coordinates future land uses with topography and soil conditions, and incorporates innovative land development techniques.

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, of this report. The Town has recently experienced a volume of development application requests that are not typical to its past experiences since incorporation in the year 2000. This increase in activity has brought attention to the Town's notification procedures related to zoning application requests. In response, the Town Council directed the Town Manager to prepare recommendations on notice procedures that are more inclusive and easier to understand. Those recommendations were presented a Town Council Workshop on June 27, 2017. The attached proposed ordinance is reflective of those discussions.

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.

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, of this report. The proposed ordinance provides enhanced notice procedures with a greater notification requirement than currently exists. Such enhancements should prove to better serve the general welfare by facilitating greater awareness and potentially increased public participation in the development review process.

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, and Criterion 7 of this report. The proposed ordinance may result in some additional cost to the applicant/developer making a zoning request, however the enhanced notice procedure has the potential of increasing public participation in the development review process. It is believed that increased participation outweighs the impact of the additional notification costs.

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, and Criterion 7 and 8, of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC. The proposed ordinance provides a broader reach for mailed notices related to zoning applications in a format that is easier to understand.

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 OF MIAMI LAKES, FLORIDA, RELATING TO ZONING NOTICE REQUIREMENTS; AMENDING SECTION 13-309, REQUIRING MAILING NOTIFICATION DISTANCES REFLECTIVE OF SCALE OF DEVELOPMENT; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, section 13-309 of the Town’s Land Development Code(“LDC”) provides for courtesy mail notification requirements related to development approval application subject to administrative or public hearing decisions; and

WHEREAS, the intent of such notice is to keep the residents of the Town abreast to any decisions that may be rendered regarding development approval applications; and

WHEREAS, on March 7, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to explore enhancements to the mailed notice requirements of the LDC in order to improve its function, and convene a workshop to discuss solutions.; and

WHEREAS, on June 27, 2017, at a publicly advertised workshop, staff presented mailing notification radius options and design options to the Town Council, upon which the Council considered and provided feedback; and

WHEREAS, the amendment at Exhibit “A” is reflective of the Town Counsel’s direction as expressed at the June 27, 2017, workshop; and

WHEREAS, the Administrative Official reviewed the proposed amendment to the LDC and recommends approval, as set forth in the Staff Analysis and Recommendation dated July XX, 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 §163.3174, Florida Statutes; and

WHEREAS, on July 18, 2017, after conducting a properly noticed public hearing, the Planning and Zoning Board in its capacity as the Local Planning Agency, and pursuant to §163.3174 Florida Statutes reviewed the proposed amendment and recommended approval to the Miami Lakes Town Council; and

WHEREAS, on July 25, 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 consideration of adoption; and

WHEREAS, The Town Council finds that the proposed amendment to is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the LDC found in Subsection 13-306(b) of the Town Code; and

WHEREAS, on September ____, 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. The Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, 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 at 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"

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

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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this _____ day of July, 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	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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:

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

EXHIBIT A

Chapter 13 - LAND DEVELOPMENT CODE

* * *

ARTICLE III. - DEVELOPMENT APPROVAL PROCEDURES

* * *

Sec. 13-309. - Public hearing and notice.

- (a) *Generally*. When an application for development approval is subject to a public hearing, the Administrative Official shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:

* * *

- (4) Describe the nature, scope and purpose of the proposal being noticed using terms and phrases clearly understandable to the general public.

* * *

- (f) *Comprehensive Plan*. Notice for public hearings on applications for amendments to the Comprehensive Plan shall be noticed as follows:
- (1) Text or map amendments initiated by the Town shall be noticed by publication in accordance with the provisions of F.S. § 163.3184. In addition, property owners of record within a 5,000 ~~2,500~~-foot radius of the property subject to map amendments shall be provided mailed notice.
 - (2) Text or map amendments initiated by a property owner or governmental agency other than the Town shall be noticed by publication in accordance with the provisions of F.S. § 163.3184. Map amendments shall also be noticed by posting of the property, subject to the application, 30 days prior to the hearing. In addition, property owners of record within a 5,000 ~~2,500~~-foot radius of the property subject to map amendments shall be provided mailed notice 30 days prior to the hearing.
- (g) *Official Zoning Map and this chapter*. Notice for public hearings on applications for amendments to this chapter and the Official Zoning Map shall be noticed as follows:

- (1) Text or map amendments initiated by the Town shall be noticed by publication in accordance with the provisions of F.S. § 166.041. In addition, property owners of record within a 5,000 ~~2,500~~ foot radius of the property subject to map amendments shall be provided mailed notice.
- (2) Text or map amendments initiated by a property owner or governmental agency other than the Town shall be noticed by publication in accordance with the provisions of F.S. § 166.041. Map amendments shall also be noticed by posting of the property, subject to the application, 30 days prior to the hearing. In addition, property owners of record within a 5,000 ~~2,500~~-foot radius of the property subject to map amendments shall be provided mailed notice 30 days prior to the hearing.
- (h) *Other development requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to variances, conditional uses, site plans, plats, and vacations shall be noticed as follows:
 - (1) Posting of the property subject to the application ten days prior to the hearing.
 - (2) Courtesy mailed notice to the property owners of record shall be required according to the following schedule ten days prior to the hearing unless the application includes a request for amendment to the Comprehensive Plan or Future Land Use Map in which case section 13-309(f) shall apply, or if the request includes an amendment to the Town's Land Development Code or Official Zoning Map in which case section 13-309(g) shall apply: ~~within a 500-foot radius of the property which is the subject of the application.~~

<u>PUBLIC HEARING APPLICATION INTENSITY</u>	<u>RADIUS IN FEET</u>
<u>Greater than or equal to 100 Residential Units or 100,000 sq. ft. Commercial</u>	<u>5,000</u>
<u>50 to 99 Residential Units - 50,000 to 99,999 sq. ft. Commercial</u>	<u>2,500</u>
<u>20-49 Residential Units - 20,000 to 49,999 sq. ft. Commercial</u>	<u>1,000</u>
<u>Less than 20 Residential units or 20,000 sq. ft. Commercial</u>	<u>500</u>

- (3) Publication in the non-legal section of the local newspaper of general circulation that has been selected by the Town.

- (4) Where an application is made for a commercial development permit approval other than rezoning, including, but not limited to commercial variances, commercial conditional uses, commercial site plans, commercial plats, and commercial vacations, courtesy mailed notice shall be provided to homeowners' and/or condominium associations and/or neighborhood organizations as defined in this code which are located within a one-mile radius of the property which is the subject of the application. This subsection shall not be construed to mean that notice must be provided to homeowners' and/or condominium associations located outside of the Town boundaries. A homeowners' association, condominium association, and/or neighborhood organization as defined in this code may request electronic notice in lieu of mailed notice. Notice by mailing and/or by electronic means is a courtesy only and no action taken by the Town shall be voided by the failure of a homeowners' and/or condominium association and/or neighborhood organization as defined in this code to receive such notice. The applicant shall be responsible for all notification costs as determined by the Town. The notice requirements herein are intended to supplement and the minimum requirements of the Florida Statutes, and are not in conflict with Florida Statutes.
- (i) Administrative decisions ~~variance~~. Administrative action on applications for administrative decisions, including but not limited to administrative variances, administrative site plan decisions, and administrative conditional use decisions ~~variances~~ shall be noticed as follows:
- (1) Posting of the property subject to the application 30 days prior to final administrative action.
 - (2) Courtesy Mailed notice to the property owners of record shall be noticed ~~adjacent to the property which is the subject of the application~~ 30 days prior to final administrative action according to the following schedule:-

<u>ADMINISTRATIVE APPLICATION INTENSITY</u>	<u>RADIUS IN FEET</u>
<u>Greater than or equal to 100 Residential Units or 100,000 sq. ft. Commercial</u>	<u>5,000</u>
<u>50 to 99 Residential Units - 50,000 to 99,999 sq. ft. Commercial</u>	<u>2,500</u>
<u>20-49 Residential Units - 20,000 to 49,999 sq. ft. Commercial</u>	<u>1,000</u>
<u>Less than 20 Residential units or 20,000 sq. ft. Commercial</u>	<u>500</u>
<u>Administrative (De Minimus) Variances</u>	<u>Adjacent Properties</u>

- (3) Publication in the non-legal section of the local newspaper of general circulation that has been selected by the Town.
- (4) Where an application is made for a commercial administrative variance, courtesy mailed notice shall be provided to homeowners' and/or condominium associations and/or neighborhood organizations as defined in this code which are located within a one-mile

radius of the property which is the subject of the application. This subsection shall not be construed to mean that notice must be provided to homeowners' and/or condominium associations located outside of the Town boundaries. A homeowners' association, condominium association, and/or neighborhood organization as defined in this code may request electronic notice in lieu of mailed notice. Notice by mailing and/or by electronic means is a courtesy only and no action taken by the Town shall be voided by the failure of a homeowners' and/or condominium association and/or neighborhood organization as defined in this code to receive such notice. The applicant shall be responsible for all notification costs as determined by the Town. The notice requirements herein are intended to be supplemental to the minimum requirements of the Florida Statutes

~~(j) *Administrative site plan.* Administrative action on applications for administrative site plan requests shall be noticed as follows:~~

- ~~(1) Posting of the property subject to the application 15 days prior to final administrative action.~~
- ~~(2) Any administrative site plan application which encompasses two or more acres of land, proposes 50 or more dwelling units and/or 20,000 square feet or more of nonresidential building area shall also require mailed notice to the property owners of record adjacent to the property which is the subject of the application 15 days prior to final administrative action.~~
- ~~(3) Where an application is made for a commercial administrative site plan, courtesy mailed notice shall be provided to homeowners' and/or condominium associations and/or neighborhood organizations as defined in this code which are located within a one mile radius of the property which is the subject of the application. This subsection shall not be construed to mean that notice must be provided to homeowners' and/or condominium associations located outside of the Town boundaries. A homeowners' association, condominium association, and/or neighborhood organization as defined in this code may request electronic notice in lieu of mailed notice. Notice by mailing and/or by electronic means is a courtesy only and no action taken by the Town shall be voided by the failure of a homeowners' and/or condominium association and/or neighborhood organization as defined in this code to receive such notice. The applicant shall be responsible for all notification costs as determined by the Town.~~

~~(k) *Minor conditional uses.* Administrative action on applications for minor conditional uses pursuant to Section 13-204(q) and Section 13-302(g) shall be noticed as follows:~~

- ~~(1) Posting of the property subject to the application 15 days prior to final administrative action.~~
- ~~(2) Mailed notice to the property owners of record within 500 feet of the property which is the subject to the application 15 days prior to final administrative action.~~
- ~~(3) Where an application is made for a commercial minor conditional use, courtesy mailed notice shall be provided to homeowners' and/or condominium associations and/or neighborhood organizations as defined in this code which are located within a one mile radius of the property which is the subject of the application. This subsection shall not be construed to mean that notice must be provided to homeowners' and/or condominium associations located outside of the Town boundaries. A homeowners' association,~~

~~condominium association, and/or neighborhood organization as defined in this code may request electronic notice in lieu of mailed notice. Notice by mailing and/or by electronic means is a courtesy only and no action taken by the Town shall be voided by the failure of a homeowners' and/or condominium association and/or neighborhood organization as defined in this code to receive such notice. The applicant shall be responsible for all notification costs as determined by the Town.~~

- (j) *Appeals of action by the Administrative Official.* An applicant seeking an appeal of the action by the Administrative Official to the Town Council shall be responsible for notice of the appeal by mailed notice to property owners of record within a 500-foot radius of the property subject to the application and posting of the property subject to the application.
- (k) *Applicant bears burden of cost.* All costs of publication, mailing and posting shall be borne by the applicant.
- (n) ~~Provisions of Florida Statutes to prevail.~~ Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements nonconflicting with the Florida Statutes.

TABLE 13-309. NOTICE REQUIREMENTS				
Permit	Notice Section	Posted	Published	Mailed
Appeal of Administrative Official	13-309(l)	10 days prior to hearing	10 days prior to hearing	500 feet radius
Variance [^]	13-309(h)	10 days prior to hearing	10 days prior to hearing	500 feet radius
Other development permits (i.e., site plan, conditional uses, plats, vacations) [^]	13-309(h)	10 days prior to hearing	10 days prior to hearing	500 feet radius
Minor conditional uses [^]	13-309(k)	15 days prior to administrative action	Not applicable	500 feet radius
Administrative variance [^]	13-309(i)	30 days prior to administrative action	30 days prior to administrative action	Adjacent property owners
Administrative site plan [^]	13-309(j)	15 days prior to administrative action	Not applicable	Not applicable
Administrative site plan ^{*^}	13-309(j)	15 days prior to administrative action	Not applicable	Adjacent property owners

Comprehensive Development Master Plan—Town	13- 309(f)(1)	No	F.S. § 163.3184	2,500-foot radius for Map amendment
Comprehensive Development Master Plan—Owner	13- 309(f)(2)	30 days prior to hearing for Map amendment	F.S. § 163.3184	2,500-foot radius for Map amendment
Land Development Code (Ch. 13)—Town	13- 309(g)(1)	No	F.S. § 166.041	2,500-foot radius for Map amendment
Land Development Code (Ch. 13)—Owner	13- 309(g)(2)	30 days prior to hearing for Map amendment	F.S. § 166.041	2,500-foot radius for Map amendment

-

~~* Any administrative site plan application which encompasses two or more acres of land, proposes 50 or more dwelling units and/or 20,000 square feet or more of nonresidential building area shall require notification of adjacent property owners.~~

~~^ Courtesy mailed notice shall be provided to homeowners' and/or condominium associations and/or neighborhood organizations as defined in this code which are located within a one-mile radius of the property which is the subject of the application. This shall not be construed to mean that notice must be provided to homeowners' and/or condominium associations located outside of the Town boundaries. A homeowners' association, condominium association, and/or neighborhood organization as defined in this code may request electronic notice in lieu of mailed notice. Notice by mailing and/or by electronic means is a courtesy only and no action taken by the Town shall be voided by the failure of a homeowners' and/or condominium association and/or neighborhood organization as defined in this code to receive such notice. The applicant shall be responsible for all notification costs as determined by the Town.~~



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Medical Marijuana
Date: 7/25/2017

Recommendation:

Staff recommends approval of the ordinance banning cannabis dispensaries, medical marijuana treatment facilities, and independent testing laboratories related thereto as provided for by Florida Statute 381.986(11) (b).

Background:

On March 7, 2017, the Town Council adopted a moratorium on the issuance of any development orders pertaining to cannabis dispensaries, medical marijuana treatment facilities, and related independent testing laboratories related thereto. The action was taken in response to the adoption of Amendment 2 to the Florida Constitution entitled "Use of Marijuana for Debilitating Medical Conditions." The amendment expanded upon the legalized usage of low TCH cannabis and medical marijuana, and created new classes of uses to include medical marijuana treatment centers and testing laboratories. These amendments were in addition to prior laws initially adopted in 2014, then expanded in 2016 which provided for the limited use of low TCH cannabis and medical marijuana.

On June 23, 2017, the Governor of the State of Florida signed Senate Bill SB 8-A, affectively amending the Florida Statutes at Section 381.986, "Compassionate use of low-THC and medical cannabis", which, among other provisions, provided the rules by which local municipalities may regulate such uses covered by both the constitutional amendment and the prior legislation of 2014 and 2016. The State gave cities two options. The first option was to outright ban cannabis dispensaries and medical marijuana treatment centers. The second option was to permit such uses provided they are regulated no differently than pharmacies provided minimum distance separations from educational facilities are included. The attached ordinance is reflected of the "ban" option. A fuller description of the history and recommendation are provided at the attached Staff Analysis and Recommendation Report.

On July 19, 2017, this item was brought before the Town's Planning and Zoning Board, and in its function as

the Town's Local Planning Agency ("LPA"), voted to recommend the approval of this Ordinance.

ATTACHMENTS:

Description

Staff Report

Senate Bill SB-8

Ordinance - First Reading



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

Staff Analysis and Recommendation

To: Honorable Mayor and Town Council

From: Darby P. Delsalle, AICP, Planning Director

Subject: Cannabis Dispensaries and Medical Marijuana Treatment Facilities

Date: July 14, 2017

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; CREATING SECTION 13-799.7, PROHIBITING CANNABIS DISPENSING ORGANIZATIONS, MEDICAL MARIJUANA TREATMENT FACILITIES, AND INDEPENDENT TESTING LABORATORIES WITHIN THE TERRITORIAL JURISDICTION OF THE TOWN; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

A. BACKGROUND

The legal status of the medical use of marijuana has been evolving since 2014 when the Florida Legislature enacted laws regarding low-THC cannabis and medical marijuana, entitled the “Compassionate Medical Cannabis Act of 2014” (codified at Section 381.986, Florida Statutes) (“Act”). The Act permitted the use of a non-euphoric strain of cannabis for narrowly defined medical conditions typically associated with seizures and chemotherapy. The Act authorized a limited number of large nurseries to cultivate, process, transport and dispense non-euphoric, low THC cannabis and operate “Dispensing Organizations” for individuals with certain specified serious ailments. The Legislature again in 2016 amended the Act (Section 381.986, Florida Statutes) to include the use of full strength “medical marijuana” for eligible patients with terminal conditions to ease their suffering.

On November 8, 2016, Florida’s voters approved an amendment to the Florida Constitution, entitled “Use of Marijuana for Debilitating Medical Conditions (“Amendment 2”)”. Amendment 2 had the net effect of further expanding the legal use of medical marijuana throughout the State of Florida for those individuals with specified debilitating conditions. It also authorized the cultivation, processing, distribution, and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers.” This matter became the subject of a bill adopted by the Florida Legislature (SB 8-A) during their 2017 Special Session that,

among other provisions, outlined the conditions under which local municipalities may regulate the location of cannabis dispensaries and medical marijuana treatment centers. The legislation provided the option for municipalities to outright ban such uses within their territorial jurisdiction, or to permit them provided they were regulated in a manner similar to pharmacies, and provided for minimum distance separations of such uses from educational facilities. Town Staff's proposed ordinance is reflective of the ban option.

As a final note, the cultivation, processing, distribution, sale, and use of cannabis and marijuana in all its forms continues to be identified as illegal acts with the laws of the Federal Government of the United States of America.

B. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance banning cannabis dispensaries, medical marijuana treatment facilities, and independent testing laboratories related thereto.

C. ANALYSIS

The Land Development Code (LDC) 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 proposed 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: Although the Comprehensive Plan does not specifically address uses presented in the proposed ordinance, Objective 1.2 provides underlying intent to ensure the LDC's appropriately regulate the use of land reflective of the community's desires. Notwithstanding the Federal Government's laws pertaining to marijuana and/or its derivative products, supporting such uses within the Town's LDC may result in impacts that are not entirely foreseeable at this time.

Objective 1.2: LAND DEVELOPMENT CODE

Maintain an effective and efficient Land Development Code (LDC), which implements the community vision underlying the goals, objectives and policies of adopted Comprehensive Plan, regulates the quality, scope and impacts of new development and redevelopment, coordinates future land uses with topography and soil conditions, and incorporates innovative land development techniques.

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. Further, the proposed ordinance is consistent with adopted Florida Senate Bill SB 8-A as provided at Section 381.986, Florida Statutes.

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, of this report. The Background section of this report provides a fuller accounting of the evolution of legalized low THC cannabis and medical marijuana within the State of Florida. The Town's current LDC's do not address the uses associated with those identified in the State of Florida's Statutes. If the LDC goes unamended, the Town is left with little authority to prevent such uses from locating within its territorial jurisdiction. The most recent legislation, SB 8-A at Section 381.986, permits a municipality to ban cannabis dispensaries and medical marijuana treatment facilities outright within their territorial jurisdiction. The statute is silent as to independent testing facilities. For consistency across the Town regulations, Staff also includes those facilities as part of the ban.

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, of this report. By banning the uses described within the proposed ordinance, the potential for incompatible land uses is eliminated.

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, of this report. By banning the uses described within the proposed ordinance, the potential for incompatible land uses and any adverse effect is eliminated.

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, of this report. By banning the uses described within the proposed ordinance, the potential for incompatible land uses is eliminated.

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, of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC. By banning those uses associated with low TCH cannabis and medical marijuana, any potential unintended impacts of locating those uses in the Town are negated.

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.

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1
2 An act relating to medical use of marijuana; providing
3 legislative intent; amending s. 212.08, F.S.;
4 providing an exemption from the state tax on sales,
5 use, and other transactions for marijuana and
6 marijuana delivery devices used for medical purposes;
7 amending s. 381.986, F.S.; providing, revising, and
8 deleting definitions; providing qualifying medical
9 conditions for a patient to be eligible to receive
10 marijuana or a marijuana delivery device; providing
11 requirements for designating a qualified physician or
12 medical director; providing criteria for certification
13 of a patient for medical marijuana treatment by a
14 qualified physician; providing for certain patients
15 registered with the medical marijuana use registry to
16 be deemed qualified; requiring the Department of
17 Health to monitor physician registration and
18 certifications in the medical marijuana use registry;
19 requiring the Board of Medicine and the Board of
20 Osteopathic Medicine to create a physician
21 certification pattern review panel; providing
22 rulemaking authority to the department and the boards;
23 requiring the department to establish a medical
24 marijuana use registry; specifying entities and
25 persons who have access to the registry; providing
26 requirements for registration of, and maintenance of
27 registered status by, qualified patients and
28 caregivers; providing criteria for nonresidents to
29 prove residency for registration as a qualified

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30 patient; defining the term "seasonal resident";
31 authorizing the department to suspend or revoke the
32 registration of a patient or caregiver under certain
33 circumstances; providing requirements for the issuance
34 of medical marijuana use registry identification
35 cards; requiring the department to issue licenses to a
36 certain number of medical marijuana treatment centers;
37 providing for license renewal and revocation;
38 providing conditions for change of ownership;
39 providing for continuance of certain entities
40 authorized to dispense low-THC cannabis, medical
41 cannabis, and cannabis delivery devices; requiring a
42 medical marijuana treatment center to comply with
43 certain standards in the production and distribution
44 of edibles; requiring the department to establish,
45 maintain, and control a computer seed-to-sale
46 marijuana tracking system; requiring background
47 screening of owners, officers, board members, and
48 managers of medical marijuana treatment centers;
49 requiring the department to establish protocols and
50 procedures for operation, conduct periodic
51 inspections, and restrict location of medical
52 marijuana treatment centers; providing a limit on
53 county and municipal permit fees; authorizing counties
54 and municipalities to determine the location of
55 medical marijuana treatment centers by ordinance under
56 certain conditions; providing penalties; authorizing
57 the department to impose sanctions on persons or
58 entities engaging in unlicensed activities; providing

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that a person is not exempt from prosecution for certain offenses and is not relieved from certain requirements of law under certain circumstances; providing for certain school personnel to possess marijuana pursuant to certain established policies and procedures; providing that certain research institutions may possess, test, transport, and dispose of marijuana subject to certain conditions; providing applicability; amending ss. 458.331 and 459.015, F.S.; providing additional acts by a physician or an osteopathic physician which constitute grounds for denial of a license or disciplinary action to which penalties apply; creating s. 381.988, F.S.; providing for the establishment of medical marijuana testing laboratories; requiring the Department of Health, in collaboration with the Department of Agriculture and Consumer Services and the Department of Environmental Protection, to develop certification standards and rules; providing limitations on the acquisition and distribution of marijuana by a testing laboratory; providing an exception for transfer of marijuana under certain conditions; requiring a testing laboratory to use a department-selected computer tracking system; providing grounds for disciplinary and administrative action; authorizing the department to refuse to issue or renew, or suspend or revoke, a testing laboratory license; creating s. 381.989, F.S.; defining terms; directing the department and the Department of Highway Safety and Motor Vehicles to institute public

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88 education campaigns relating to cannabis and marijuana
89 and impaired driving; requiring evaluations of public
90 education campaigns; authorizing the department and
91 the Department of Highway Safety and Motor Vehicles to
92 contract with vendors to implement and evaluate the
93 campaigns; amending ss. 385.211, 499.0295, and 893.02,
94 F.S.; conforming provisions to changes made by the
95 act; creating s. 1004.4351, F.S.; providing a short
96 title; providing legislative findings; defining terms;
97 establishing the Coalition for Medical Marijuana
98 Research and Education within the H. Lee Moffitt
99 Cancer Center and Research Institute, Inc.; providing
100 a purpose for the coalition; establishing the Medical
101 Marijuana Research and Education Board to direct the
102 operations of the coalition; providing for the
103 appointment of board members; providing for terms of
104 office, reimbursement for certain expenses, and
105 meetings of the board; authorizing the board to
106 appoint a coalition director; prescribing the duties
107 of the coalition director; requiring the board to
108 advise specified entities and officials regarding
109 medical marijuana research and education in this
110 state; requiring the board to annually adopt a Medical
111 Marijuana Research and Education Plan; providing
112 requirements for the plan; requiring the board to
113 issue an annual report to the Governor and the
114 Legislature by a specified date; requiring the
115 Department of Health to submit reports to the board
116 containing specified data; specifying responsibilities

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of the H. Lee Moffitt Cancer Center and Research
Institute, Inc.; amending s. 1004.441, F.S.; revising
definition; amending s. 1006.062, F.S.; requiring
district school boards to adopt policies and
procedures for access to medical marijuana by
qualified patients who are students; providing
emergency rulemaking authority; providing for venue
for a cause of action against the department;
providing for defense against certain causes of
action; directing the Department of Law Enforcement to
develop training for law enforcement officers and
agencies; amending s. 385.212, F.S.; renaming the
department's Office of Compassionate Use; providing
severability; providing a directive to the Division of
Law Revision and Information; providing
appropriations; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Legislative intent.—It is the intent of the
Legislature to implement s. 29, Article X of the State
Constitution by creating a unified regulatory structure. If s.
29, Article X of the State Constitution is amended or a
constitutional amendment related to cannabis or marijuana is
adopted, this act shall expire 6 months after the effective date
of such amendment.

Section 2. Present paragraph (1) of subsection (2) of
section 212.08, Florida Statutes, is redesignated as paragraph
(m), and a new paragraph (1) is added to that subsection, to

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read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(2) EXEMPTIONS; MEDICAL.—

(1) Marijuana and marijuana delivery devices, as defined in s. 381.986, are exempt from the taxes imposed under this chapter.

Section 3. Section 381.986, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 381.986, F.S., for present text.)

381.986 Medical use of marijuana.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Caregiver" means a resident of this state who has agreed to assist with a qualified patient's medical use of marijuana, has a caregiver identification card, and meets the requirements of subsection (6).

(b) "Chronic nonmalignant pain" means pain that is caused by a qualifying medical condition or that originates from a qualifying medical condition and persists beyond the usual course of that qualifying medical condition.

(c) "Close relative" means a spouse, parent, sibling, grandparent, child, or grandchild, whether related by whole or half blood, by marriage, or by adoption.

(d) "Edibles" means commercially produced food items made

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with marijuana oil, but no other form of marijuana, that are produced and dispensed by a medical marijuana treatment center.

(e) "Low-THC cannabis" means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed from a medical marijuana treatment center.

(f) "Marijuana" means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified patient.

(g) "Marijuana delivery device" means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing marijuana into the human body, and which is dispensed from a medical marijuana treatment center for medical use by a qualified patient.

(h) "Marijuana testing laboratory" means a facility that collects and analyzes marijuana samples from a medical marijuana treatment center and has been certified by the department pursuant to s. 381.988.

(i) "Medical director" means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or osteopathic physician under chapter 459 and is in

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204 compliance with the requirements of paragraph (3)(c).

205 (j) "Medical use" means the acquisition, possession, use,
206 delivery, transfer, or administration of marijuana authorized by
207 a physician certification. The term does not include:

208 1. Possession, use, or administration of marijuana that was
209 not purchased or acquired from a medical marijuana treatment
210 center.

211 2. Possession, use, or administration of marijuana in a
212 form for smoking, in the form of commercially produced food
213 items other than edibles, or of marijuana seeds or flower,
214 except for flower in a sealed, tamper-proof receptacle for
215 vaping.

216 3. Use or administration of any form or amount of marijuana
217 in a manner that is inconsistent with the qualified physician's
218 directions or physician certification.

219 4. Transfer of marijuana to a person other than the
220 qualified patient for whom it was authorized or the qualified
221 patient's caregiver on behalf of the qualified patient.

222 5. Use or administration of marijuana in the following
223 locations:

224 a. On any form of public transportation, except for low-THC
225 cannabis.

226 b. In any public place, except for low-THC cannabis.

227 c. In a qualified patient's place of employment, except
228 when permitted by his or her employer.

229 d. In a state correctional institution, as defined in s.
230 944.02, or a correctional institution, as defined in s. 944.241.

231 e. On the grounds of a preschool, primary school, or
232 secondary school, except as provided in s. 1006.062.

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233 f. In a school bus, a vehicle, an aircraft, or a motorboat,
234 except for low-THC cannabis.

235 (k) "Physician certification" means a qualified physician's
236 authorization for a qualified patient to receive marijuana and a
237 marijuana delivery device from a medical marijuana treatment
238 center.

239 (l) "Qualified patient" means a resident of this state who
240 has been added to the medical marijuana use registry by a
241 qualified physician to receive marijuana or a marijuana delivery
242 device for a medical use and who has a qualified patient
243 identification card.

244 (m) "Qualified physician" means a person who holds an
245 active, unrestricted license as an allopathic physician under
246 chapter 458 or as an osteopathic physician under chapter 459 and
247 is in compliance with the physician education requirements of
248 subsection (3).

249 (n) "Smoking" means burning or igniting a substance and
250 inhaling the smoke.

251 (o) "Terminal condition" means a progressive disease or
252 medical or surgical condition that causes significant functional
253 impairment, is not considered by a treating physician to be
254 reversible without the administration of life-sustaining
255 procedures, and will result in death within 1 year after
256 diagnosis if the condition runs its normal course.

257 (2) QUALIFYING MEDICAL CONDITIONS.—A patient must be
258 diagnosed with at least one of the following conditions to
259 qualify to receive marijuana or a marijuana delivery device:

260 (a) Cancer.

261 (b) Epilepsy.

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(c) Glaucoma.

(d) Positive status for human immunodeficiency virus.

(e) Acquired immune deficiency syndrome.

(f) Post-traumatic stress disorder.

(g) Amyotrophic lateral sclerosis.

(h) Crohn's disease.

(i) Parkinson's disease.

(j) Multiple sclerosis.

(k) Medical conditions of the same kind or class as or comparable to those enumerated in paragraphs (a)-(j).

(l) A terminal condition diagnosed by a physician other than the qualified physician issuing the physician certification.

(m) Chronic nonmalignant pain.

(3) QUALIFIED PHYSICIANS AND MEDICAL DIRECTORS.-

(a) Before being approved as a qualified physician, as defined in paragraph (1) (m), and before each license renewal, a physician must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500. A physician who has met the physician education requirements of former s. 381.986(4), Florida Statutes 2016, before the effective date of this section, shall be deemed to be in compliance with this paragraph from the effective date of this

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act until 90 days after the course and examination required by this paragraph become available.

(b) A qualified physician may not be employed by, or have any direct or indirect economic interest in, a medical marijuana treatment center or marijuana testing laboratory.

(c) Before being employed as a medical director, as defined in paragraph (1)(i), and before each license renewal, a medical director must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed \$500.

(4) PHYSICIAN CERTIFICATION.—

(a) A qualified physician may issue a physician certification only if the qualified physician:

1. Conducted a physical examination while physically present in the same room as the patient and a full assessment of the medical history of the patient.

2. Diagnosed the patient with at least one qualifying medical condition.

3. Determined that the medical use of marijuana would likely outweigh the potential health risks for the patient, and such determination must be documented in the patient's medical record. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such concurrence must be documented in the patient's medical record.

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320 4. Determined whether the patient is pregnant and
321 documented such determination in the patient's medical record. A
322 physician may not issue a physician certification, except for
323 low-THC cannabis, to a patient who is pregnant.

324 5. Reviewed the patient's controlled drug prescription
325 history in the prescription drug monitoring program database
326 established pursuant to s. 893.055.

327 6. Reviews the medical marijuana use registry and confirmed
328 that the patient does not have an active physician certification
329 from another qualified physician.

330 7. Registers as the issuer of the physician certification
331 for the named qualified patient on the medical marijuana use
332 registry in an electronic manner determined by the department,
333 and:

334 a. Enters into the registry the contents of the physician
335 certification, including the patient's qualifying condition and
336 the dosage not to exceed the daily dose amount determined by the
337 department, the amount and forms of marijuana authorized for the
338 patient, and any types of marijuana delivery devices needed by
339 the patient for the medical use of marijuana.

340 b. Updates the registry within 7 days after any change is
341 made to the original physician certification to reflect such
342 change.

343 c. Deactivates the registration of the qualified patient
344 and the patient's caregiver when the physician no longer
345 recommends the medical use of marijuana for the patient.

346 8. Obtains the voluntary and informed written consent of
347 the patient for medical use of marijuana each time the qualified
348 physician issues a physician certification for the patient,

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349 which shall be maintained in the patient's medical record. The
350 patient, or the patient's parent or legal guardian if the
351 patient is a minor, must sign the informed consent acknowledging
352 that the qualified physician has sufficiently explained its
353 content. The qualified physician must use a standardized
354 informed consent form adopted in rule by the Board of Medicine
355 and the Board of Osteopathic Medicine, which must include, at a
356 minimum, information related to:

357 a. The Federal Government's classification of marijuana as
358 a Schedule I controlled substance.

359 b. The approval and oversight status of marijuana by the
360 Food and Drug Administration.

361 c. The current state of research on the efficacy of
362 marijuana to treat the qualifying conditions set forth in this
363 section.

364 d. The potential for addiction.

365 e. The potential effect that marijuana may have on a
366 patient's coordination, motor skills, and cognition, including a
367 warning against operating heavy machinery, operating a motor
368 vehicle, or engaging in activities that require a person to be
369 alert or respond quickly.

370 f. The potential side effects of marijuana use.

371 g. The risks, benefits, and drug interactions of marijuana.

372 h. That the patient's de-identified health information
373 contained in the physician certification and medical marijuana
374 use registry may be used for research purposes.

375 (b) If a qualified physician issues a physician
376 certification for a qualified patient diagnosed with a
377 qualifying medical condition pursuant to paragraph (2)(k), the

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physician must submit the following to the applicable board
within 14 days after issuing the physician certification:

1. Documentation supporting the qualified physician's
opinion that the medical condition is of the same kind or class
as the conditions in paragraphs (2) (a)-(j).

2. Documentation that establishes the efficacy of marijuana
as treatment for the condition.

3. Documentation supporting the qualified physician's
opinion that the benefits of medical use of marijuana would
likely outweigh the potential health risks for the patient.

4. Any other documentation as required by board rule.

The department must submit such documentation to the Coalition
for Medical Marijuana Research and Education established
pursuant to s. 1004.4351.

(c) A qualified physician may not issue a physician
certification for more than three 70-day supply limits of
marijuana. The department shall quantify by rule a daily dose
amount with equivalent dose amounts for each allowable form of
marijuana dispensed by a medical marijuana treatment center. The
department shall use the daily dose amount to calculate a 70-day
supply.

1. A qualified physician may request an exception to the
daily dose amount limit. The request shall be made
electronically on a form adopted by the department in rule and
must include, at a minimum:

a. The qualified patient's qualifying medical condition.

b. The dosage and route of administration that was
insufficient to provide relief to the qualified patient.

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407 c. A description of how the patient will benefit from an
408 increased amount.

409 d. The minimum daily dose amount of marijuana that would be
410 sufficient for the treatment of the qualified patient's
411 qualifying medical condition.

412 2. A qualified physician must provide the qualified
413 patient's records upon the request of the department.

414 3. The department shall approve or disapprove the request
415 within 14 days after receipt of the complete documentation
416 required by this paragraph. The request shall be deemed approved
417 if the department fails to act within this time period.

418 (d) A qualified physician must evaluate an existing
419 qualified patient at least once every 30 weeks before issuing a
420 new physician certification. A physician must:

421 1. Determine if the patient still meets the requirements to
422 be issued a physician certification under paragraph (a).

423 2. Identify and document in the qualified patient's medical
424 records whether the qualified patient experienced either of the
425 following related to the medical use of marijuana:

426 a. An adverse drug interaction with any prescription or
427 nonprescription medication; or

428 b. A reduction in the use of, or dependence on, other types
429 of controlled substances as defined in s. 893.02.

430 3. Submit a report with the findings required pursuant to
431 subparagraph 2. to the department. The department shall submit
432 such reports to the Coalition for Medical Marijuana Research and
433 Education established pursuant to s. 1004.4351.

434 (e) An active order for low-THC cannabis or medical
435 cannabis issued pursuant to former s. 381.986, Florida Statutes

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2016, and registered with the compassionate use registry before the effective date of this section, is deemed a physician certification, and all patients possessing such orders are deemed qualified patients until the department begins issuing medical marijuana use registry identification cards.

(f) The department shall monitor physician registration in the medical marijuana use registry and the issuance of physician certifications for practices that could facilitate unlawful diversion or misuse of marijuana or a marijuana delivery device and shall take disciplinary action as appropriate.

(g) The Board of Medicine and the Board of Osteopathic Medicine shall jointly create a physician certification pattern review panel that shall review all physician certifications submitted to the medical marijuana use registry. The panel shall track and report the number of physician certifications and the qualifying medical conditions, dosage, supply amount, and form of marijuana certified. The panel shall report the data both by individual qualified physician and in the aggregate, by county, and statewide. The physician certification pattern review panel shall, beginning January 1, 2018, submit an annual report of its findings and recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

(h) The department, the Board of Medicine, and the Board of Osteopathic Medicine may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(5) MEDICAL MARIJUANA USE REGISTRY.—

(a) The department shall create and maintain a secure, electronic, and online medical marijuana use registry for physicians, patients, and caregivers as provided under this

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section. The medical marijuana use registry must be accessible to law enforcement agencies, qualified physicians, and medical marijuana treatment centers to verify the authorization of a qualified patient or a caregiver to possess marijuana or a marijuana delivery device and record the marijuana or marijuana delivery device dispensed. The medical marijuana use registry must also be accessible to practitioners licensed to prescribe prescription drugs to ensure proper care for patients before medications that may interact with the medical use of marijuana are prescribed. The medical marijuana use registry must prevent an active registration of a qualified patient by multiple physicians.

(b) The department shall determine whether an individual is a resident of this state for the purpose of registration of qualified patients and caregivers in the medical marijuana use registry. To prove residency:

1. An adult resident must provide the department with a copy of his or her valid Florida driver license issued under s. 322.18 or a copy of a valid Florida identification card issued under s. 322.051.

2. An adult seasonal resident who cannot meet the requirements of subparagraph 1. may provide the department with a copy of two of the following that show proof of residential address:

a. A deed, mortgage, monthly mortgage statement, mortgage payment booklet or residential rental or lease agreement.

b. One proof of residential address from the seasonal resident's parent, step-parent, legal guardian or other person with whom the seasonal resident resides and a statement from the

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person with whom the seasonal resident resides stating that the seasonal resident does reside with him or her.

c. A utility hookup or work order dated within 60 days before registration in the medical use registry.

d. A utility bill, not more than 2 months old.

e. Mail from a financial institution, including checking, savings, or investment account statements, not more than 2 months old.

f. Mail from a federal, state, county, or municipal government agency, not more than 2 months old.

g. Any other documentation that provides proof of residential address as determined by department rule.

3. A minor must provide the department with a certified copy of a birth certificate or a current record of registration from a Florida K-12 school and must have a parent or legal guardian who meets the requirements of subparagraph 1.

For the purposes of this paragraph, the term "seasonal resident" means any person who temporarily resides in this state for a period of at least 31 consecutive days in each calendar year, maintains a temporary residence in this state, returns to the state or jurisdiction of his or her residence at least one time during each calendar year, and is registered to vote or pays income tax in another state or jurisdiction.

(c) The department may suspend or revoke the registration of a qualified patient or caregiver if the qualified patient or caregiver:

1. Provides misleading, incorrect, false, or fraudulent information to the department;

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523 2. Obtains a supply of marijuana in an amount greater than
524 the amount authorized by the physician certification;

525 3. Falsifies, alters, or otherwise modifies an
526 identification card;

527 4. Fails to timely notify the department of any changes to
528 his or her qualified patient status; or

529 5. Violates the requirements of this section or any rule
530 adopted under this section.

531 (d) The department shall immediately suspend the
532 registration of a qualified patient charged with a violation of
533 chapter 893 until final disposition of any alleged offense.
534 Thereafter, the department may extend the suspension, revoke the
535 registration, or reinstate the registration.

536 (e) The department shall immediately suspend the
537 registration of any caregiver charged with a violation of
538 chapter 893 until final disposition of any alleged offense. The
539 department shall revoke a caregiver registration if the
540 caregiver does not meet the requirements of subparagraph

541 (6) (b) 6.

542 (f) The department may revoke the registration of a
543 qualified patient or caregiver who cultivates marijuana or who
544 acquires, possesses, or delivers marijuana from any person or
545 entity other than a medical marijuana treatment center.

546 (g) The department shall revoke the registration of a
547 qualified patient, and the patient's associated caregiver, upon
548 notification that the patient no longer meets the criteria of a
549 qualified patient.

550 (h) The department may adopt rules pursuant to ss.
551 120.536(1) and 120.54 to implement this subsection.

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(6) CAREGIVERS.—

(a) The department must register an individual as a caregiver on the medical marijuana use registry and issue a caregiver identification card if an individual designated by a qualified patient meets all of the requirements of this subsection and department rule.

(b) A caregiver must:

1. Not be a qualified physician and not be employed by or have an economic interest in a medical marijuana treatment center or a marijuana testing laboratory.

2. Be 21 years of age or older and a resident of this state.

3. Agree in writing to assist with the qualified patient's medical use of marijuana.

4. Be registered in the medical marijuana use registry as a caregiver for no more than one qualified patient, except as provided in this paragraph.

5. Successfully complete a caregiver certification course developed and administered by the department or its designee, which must be renewed biennially. The price of the course may not exceed \$100.

6. Pass a background screening pursuant to subsection (9), unless the patient is a close relative of the caregiver.

(c) A qualified patient may designate no more than one caregiver to assist with the qualified patient's medical use of marijuana, unless:

1. The qualified patient is a minor and the designated caregivers are parents or legal guardians of the qualified patient;

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581 2. The qualified patient is an adult who has an
582 intellectual or developmental disability that prevents the
583 patient from being able to protect or care for himself or
584 herself without assistance or supervision and the designated
585 caregivers are the parents or legal guardians of the qualified
586 patient; or

587 3. The qualified patient is admitted to a hospice program.

588 (d) A caregiver may be registered in the medical marijuana
589 use registry as a designated caregiver for no more than one
590 qualified patient, unless:

591 1. The caregiver is a parent or legal guardian of more than
592 one minor who is a qualified patient;

593 2. The caregiver is a parent or legal guardian of more than
594 one adult who is a qualified patient and who has an intellectual
595 or developmental disability that prevents the patient from being
596 able to protect or care for himself or herself without
597 assistance or supervision; or

598 3. All qualified patients the caregiver has agreed to
599 assist are admitted to a hospice program and have requested the
600 assistance of that caregiver with the medical use of marijuana;
601 the caregiver is an employee of the hospice; and the caregiver
602 provides personal care or other services directly to clients of
603 the hospice in the scope of that employment.

604 (e) A caregiver may not receive compensation, other than
605 actual expenses incurred, for any services provided to the
606 qualified patient.

607 (f) If a qualified patient is younger than 18 years of age,
608 only a caregiver may purchase or administer marijuana for
609 medical use by the qualified patient. The qualified patient may

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not purchase marijuana.

(g) A caregiver must be in immediate possession of his or her medical marijuana use registry identification card at all times when in possession of marijuana or a marijuana delivery device and must present his or her medical marijuana use registry identification card upon the request of a law enforcement officer.

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(7) IDENTIFICATION CARDS.—

(a) The department shall issue medical marijuana use registry identification cards for qualified patients and caregivers who are residents of this state, which must be renewed annually. The identification cards must be resistant to counterfeiting and tampering and must include, at a minimum, the following:

1. The name, address, and date of birth of the qualified patient or caregiver.

2. A full-face, passport-type, color photograph of the qualified patient or caregiver taken within the 90 days immediately preceding registration or the Florida driver license or Florida identification card photograph of the qualified patient or caregiver obtained directly from the Department of Highway Safety and Motor Vehicles.

3. Identification as a qualified patient or a caregiver.

4. The unique numeric identifier used for the qualified patient in the medical marijuana use registry.

5. For a caregiver, the name and unique numeric identifier of the caregiver and the qualified patient or patients that the

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caregiver is assisting.

6. The expiration date of the identification card.

(b) The department must receive written consent from a qualified patient's parent or legal guardian before it may issue an identification card to a qualified patient who is a minor.

(c) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing procedures for the issuance, renewal, suspension, replacement, surrender, and revocation of medical marijuana use registry identification cards pursuant to this section and shall begin issuing qualified patient identification cards by October 3, 2017.

(d) Applications for identification cards must be submitted on a form prescribed by the department. The department may charge a reasonable fee associated with the issuance, replacement, and renewal of identification cards. The department shall allocate \$10 of the identification card fee to the Division of Research at Florida Agricultural and Mechanical University for the purpose of educating minorities about marijuana for medical use and the impact of the unlawful use of marijuana on minority communities. The department shall contract with a third-party vendor to issue identification cards. The vendor selected by the department must have experience performing similar functions for other state agencies.

(e) A qualified patient or caregiver shall return his or her identification card to the department within 5 business days after revocation.

(8) MEDICAL MARIJUANA TREATMENT CENTERS.—

(a) The department shall license medical marijuana treatment centers to ensure reasonable statewide accessibility

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and availability as necessary for qualified patients registered
in the medical marijuana use registry and who are issued a
physician certification under this section.

1. As soon as practicable, but no later than July 3, 2017,
the department shall license as a medical marijuana treatment
center any entity that holds an active, unrestricted license to
cultivate, process, transport, and dispense low-THC cannabis,
medical cannabis, and cannabis delivery devices, under former s.
381.986, Florida Statutes 2016, before July 1, 2017, and which
meets the requirements of this section. In addition to the
authority granted under this section, these entities are
authorized to dispense low-THC cannabis, medical cannabis, and
cannabis delivery devices ordered pursuant to former s. 381.986,
Florida Statutes 2016, which were entered into the compassionate
use registry before July 1, 2017, and are authorized to begin
dispensing marijuana under this section on July 3, 2017. The
department may grant variances from the representations made in
such an entity's original application for approval under former
s. 381.986, Florida Statutes 2014, pursuant to paragraph (e).

2. The department shall license as medical marijuana
treatment centers 10 applicants that meet the requirements of
this section, under the following parameters:

a. As soon as practicable, but no later than August 1,
2017, the department shall license any applicant whose
application was reviewed, evaluated, and scored by the
department and which was denied a dispensing organization
license by the department under former s. 381.986, Florida
Statutes 2014; which had one or more administrative or judicial
challenges pending as of January 1, 2017, or had a final ranking

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697 within one point of the highest final ranking in its region
698 under former s. 381.986, Florida Statutes 2014; which meets the
699 requirements of this section; and which provides documentation
700 to the department that it has the existing infrastructure and
701 technical and technological ability to begin cultivating
702 marijuana within 30 days after registration as a medical
703 marijuana treatment center.

704 b. As soon as practicable, but no later than October 3,
705 2017, the department shall license one applicant that is a
706 recognized class member of *Pigford v. Glickman*, 185 F.R.D. 82
707 (D.D.C. 1999), or *In Re Black Farmers Litig.*, 856 F. Supp. 2d 1
708 (D.D.C. 2011) and is a member of the Black Farmers and
709 Agriculturalists Association-Florida Chapter. An applicant
710 licensed under this sub-subparagraph is exempt from the
711 requirements of subparagraphs (b)1. and (b)2.

712 c. As soon as practicable, but no later than October 3,
713 2017, the department shall license applicants that meet the
714 requirements of this section in sufficient numbers to result in
715 10 total licenses issued under this subparagraph, while
716 accounting for the number of licenses issued under sub-
717 paragraphs a. and b.

718 3. For up to two of the licenses issued under subparagraph
719 2., the department shall give preference to applicants that
720 demonstrate in their applications that they own one or more
721 facilities that are, or were, used for the canning,
722 concentrating, or otherwise processing of citrus fruit or citrus
723 molasses and will use or convert the facility or facilities for
724 the processing of marijuana.

725 4. Within 6 months after the registration of 100,000 active

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726 qualified patients in the medical marijuana use registry, the
727 department shall license four additional medical marijuana
728 treatment centers that meet the requirements of this section.
729 Thereafter, the department shall license four medical marijuana
730 treatment centers within 6 months after the registration of each
731 additional 100,000 active qualified patients in the medical
732 marijuana use registry that meet the requirements of this
733 section.

734 5. Dispensing facilities are subject to the following
735 requirements:

736 a. A medical marijuana treatment center may not establish
737 or operate more than a statewide maximum of 25 dispensing
738 facilities, unless the medical marijuana use registry reaches a
739 total of 100,000 active registered qualified patients. When the
740 medical marijuana use registry reaches 100,000 active registered
741 qualified patients, and then upon each further instance of the
742 total active registered qualified patients increasing by
743 100,000, the statewide maximum number of dispensing facilities
744 that each licensed medical marijuana treatment center may
745 establish and operate increases by five.

746 b. A medical marijuana treatment center may not establish
747 more than the maximum number of dispensing facilities allowed in
748 each of the Northwest, Northeast, Central, Southwest, and
749 Southeast Regions. The department shall determine a medical
750 marijuana treatment center's maximum number of dispensing
751 facilities allowed in each region by calculating the percentage
752 of the total statewide population contained within that region
753 and multiplying that percentage by the medical marijuana
754 treatment center's statewide maximum number of dispensing

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755 facilities established under sub-subparagraph a., rounded to the
756 nearest whole number. The department shall ensure that such
757 rounding does not cause a medical marijuana treatment center's
758 total number of statewide dispensing facilities to exceed its
759 statewide maximum. The department shall initially calculate the
760 maximum number of dispensing facilities allowed in each region
761 for each medical marijuana treatment center using county
762 population estimates from the Florida Estimates of Population
763 2016, as published by the Office of Economic and Demographic
764 Research, and shall perform recalculations following the
765 official release of county population data resulting from each
766 United States Decennial Census. For the purposes of this
767 subparagraph:

768 (I) The Northwest Region consists of Bay, Calhoun,
769 Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson,
770 Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla,
771 Walton, and Washington Counties.

772 (II) The Northeast Region consists of Alachua, Baker,
773 Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist,
774 Hamilton, Lafayette, Levy, Marion, Nassau, Putnam, St. Johns,
775 Suwannee, and Union Counties.

776 (III) The Central Region consists of Brevard, Citrus,
777 Hardee, Hernando, Indian River, Lake, Orange, Osceola, Pasco,
778 Pinellas, Polk, Seminole, St. Lucie, Sumter, and Volusia
779 Counties.

780 (IV) The Southwest Region consists of Charlotte, Collier,
781 DeSoto, Glades, Hendry, Highlands, Hillsborough, Lee, Manatee,
782 Okeechobee, and Sarasota Counties.

783 (V) The Southeast Region consists of Broward, Miami-Dade,

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Martin, Monroe, and Palm Beach Counties.

c. If a medical marijuana treatment center establishes a number of dispensing facilities within a region that is less than the number allowed for that region under sub-subparagraph b., the medical marijuana treatment center may sell one or more of its unused dispensing facility slots to other licensed medical marijuana treatment centers. For each dispensing facility slot that a medical marijuana treatment center sells, that medical marijuana treatment center's statewide maximum number of dispensing facilities, as determined under sub-subparagraph a., is reduced by one. The statewide maximum number of dispensing facilities for a medical marijuana treatment center that purchases an unused dispensing facility slot is increased by one per slot purchased. Additionally, the sale of a dispensing facility slot shall reduce the seller's regional maximum and increase the purchaser's regional maximum number of dispensing facilities, as determined in sub-subparagraph b., by one for that region. For any slot purchased under this sub-subparagraph, the regional restriction applied to that slot's location under sub-subparagraph b. before the purchase shall remain in effect following the purchase. A medical marijuana treatment center that sells or purchases a dispensing facility slot must notify the department within 3 days of sale.

d. This subparagraph shall expire on April 1, 2020.

If this subparagraph or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this

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end, the provisions of this subparagraph are severable.

(b) An applicant for licensure as a medical marijuana treatment center shall apply to the department on a form prescribed by the department and adopted in rule. The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing a procedure for the issuance and biennial renewal of licenses, including initial application and biennial renewal fees sufficient to cover the costs of implementing and administering this section, and establishing supplemental licensure fees for payment beginning May 1, 2018, sufficient to cover the costs of administering ss. 381.989 and 1004.4351. The department shall identify applicants with strong diversity plans reflecting this state's commitment to diversity and implement training programs and other educational programs to enable minority persons and minority business enterprises, as defined in s. 288.703, and veteran business enterprises, as defined in s. 295.187, to compete for medical marijuana treatment center licensure and contracts. Subject to the requirements in subparagraphs (a)2.-4., the department shall issue a license to an applicant if the applicant meets the requirements of this section and pays the initial application fee. The department shall renew the licensure of a medical marijuana treatment center biennially if the licensee meets the requirements of this section and pays the biennial renewal fee. An individual may not be an applicant, owner, officer, board member, or manager on more than one application for licensure as a medical marijuana treatment center. An individual or entity may not be awarded more than one license as a medical marijuana treatment center. An applicant for licensure as a medical marijuana treatment

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center must demonstrate:

1. That, for the 5 consecutive years before submitting the application, the applicant has been registered to do business in in the state.

2. Possession of a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to s. 581.131.

3. The technical and technological ability to cultivate and produce marijuana, including, but not limited to, low-THC cannabis.

4. The ability to secure the premises, resources, and personnel necessary to operate as a medical marijuana treatment center.

5. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.

6. An infrastructure reasonably located to dispense marijuana to registered qualified patients statewide or regionally as determined by the department.

7. The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financial statements to the department.

a. Upon approval, the applicant must post a \$5 million performance bond issued by an authorized surety insurance company rated in one of the three highest rating categories by a nationally recognized rating service. However, a medical marijuana treatment center serving at least 1,000 qualified patients is only required to maintain a \$2 million performance

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bond.

b. In lieu of the performance bond required under sub-
subparagraph a., the applicant may provide an irrevocable letter
of credit payable to the department or provide cash to the
department. If provided with cash under this sub-subparagraph,
the department shall deposit the cash in the Grants and
Donations Trust Fund within the Department of Health, subject to
the same conditions as the bond regarding requirements for the
applicant to forfeit ownership of the funds. If the funds
deposited under this sub-subparagraph generate interest, the
amount of that interest shall be used by the department for the
administration of this section.

8. That all owners, officers, board members, and managers
have passed a background screening pursuant to subsection (9).

9. The employment of a medical director to supervise the
activities of the medical marijuana treatment center.

10. A diversity plan that promotes and ensures the
involvement of minority persons and minority business
enterprises, as defined in s. 288.703, or veteran business
enterprises, as defined in s. 295.187, in ownership, management,
and employment. An applicant for licensure renewal must show the
effectiveness of the diversity plan by including the following
with his or her application for renewal:

a. Representation of minority persons and veterans in the
medical marijuana treatment center's workforce;

b. Efforts to recruit minority persons and veterans for
employment; and

c. A record of contracts for services with minority
business enterprises and veteran business enterprises.

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(c) A medical marijuana treatment center may not make a wholesale purchase of marijuana from, or a distribution of marijuana to, another medical marijuana treatment center, unless the medical marijuana treatment center seeking to make a wholesale purchase of marijuana submits proof of harvest failure to the department.

(d) The department shall establish, maintain, and control a computer software tracking system that traces marijuana from seed to sale and allows real-time, 24-hour access by the department to data from all medical marijuana treatment centers and marijuana testing laboratories. The tracking system must allow for integration of other seed-to-sale systems and, at a minimum, include notification of when marijuana seeds are planted, when marijuana plants are harvested and destroyed, and when marijuana is transported, sold, stolen, diverted, or lost. Each medical marijuana treatment center shall use the seed-to-sale tracking system established by the department or integrate its own seed-to-sale tracking system with the seed-to-sale tracking system established by the department. Each medical marijuana treatment center may use its own seed-to-sale system until the department establishes a seed-to-sale tracking system. The department may contract with a vendor to establish the seed-to-sale tracking system. The vendor selected by the department may not have a contractual relationship with the department to perform any services pursuant to this section other than the seed-to-sale tracking system. The vendor may not have a direct or indirect financial interest in a medical marijuana treatment center or a marijuana testing laboratory.

(e) A licensed medical marijuana treatment center shall

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929 cultivate, process, transport, and dispense marijuana for
930 medical use. A licensed medical marijuana treatment center may
931 not contract for services directly related to the cultivation,
932 processing, and dispensing of marijuana or marijuana delivery
933 devices, except that a medical marijuana treatment center
934 licensed pursuant to subparagraph (a)1. may contract with a
935 single entity for the cultivation, processing, transporting, and
936 dispensing of marijuana and marijuana delivery devices. A
937 licensed medical marijuana treatment center must, at all times,
938 maintain compliance with the criteria demonstrated and
939 representations made in the initial application and the criteria
940 established in this subsection. Upon request, the department may
941 grant a medical marijuana treatment center a variance from the
942 representations made in the initial application. Consideration
943 of such a request shall be based upon the individual facts and
944 circumstances surrounding the request. A variance may not be
945 granted unless the requesting medical marijuana treatment center
946 can demonstrate to the department that it has a proposed
947 alternative to the specific representation made in its
948 application which fulfills the same or a similar purpose as the
949 specific representation in a way that the department can
950 reasonably determine will not be a lower standard than the
951 specific representation in the application. A variance may not
952 be granted from the requirements in subparagraph 2. and
953 subparagraphs (b)1. and 2.

954 1. A licensed medical marijuana treatment center may
955 transfer ownership to an individual or entity who meets the
956 requirements of this section. A publicly traded corporation or
957 publicly traded company that meets the requirements of this

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section is not precluded from ownership of a medical marijuana treatment center. To accommodate a change in ownership:

a. The licensed medical marijuana treatment center shall notify the department in writing at least 60 days before the anticipated date of the change of ownership.

b. The individual or entity applying for initial licensure due to a change of ownership must submit an application that must be received by the department at least 60 days before the date of change of ownership.

c. Upon receipt of an application for a license, the department shall examine the application and, within 30 days after receipt, notify the applicant in writing of any apparent errors or omissions and request any additional information required.

d. Requested information omitted from an application for licensure must be filed with the department within 21 days after the department's request for omitted information or the application shall be deemed incomplete and shall be withdrawn from further consideration and the fees shall be forfeited.

Within 30 days after the receipt of a complete application, the department shall approve or deny the application.

2. A medical marijuana treatment center, and any individual or entity who directly or indirectly owns, controls, or holds with power to vote 5 percent or more of the voting shares of a medical marijuana treatment center, may not acquire direct or indirect ownership or control of any voting shares or other form of ownership of any other medical marijuana treatment center.

3. A medical marijuana treatment center may not enter into

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any form of profit-sharing arrangement with the property owner or lessor of any of its facilities where cultivation, processing, storing, or dispensing of marijuana and marijuana delivery devices occurs.

4. All employees of a medical marijuana treatment center must be 21 years of age or older and have passed a background screening pursuant to subsection (9).

5. Each medical marijuana treatment center must adopt and enforce policies and procedures to ensure employees and volunteers receive training on the legal requirements to dispense marijuana to qualified patients.

6. When growing marijuana, a medical marijuana treatment center:

a. May use pesticides determined by the department, after consultation with the Department of Agriculture and Consumer Services, to be safely applied to plants intended for human consumption, but may not use pesticides designated as restricted-use pesticides pursuant to s. 487.042.

b. Must grow marijuana within an enclosed structure and in a room separate from any other plant.

c. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state in accordance with chapter 581 and any rules adopted thereunder.

d. Must perform fumigation or treatment of plants, or remove and destroy infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.

7. Each medical marijuana treatment center must produce and make available for purchase at least one low-THC cannabis

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product.

8. A medical marijuana treatment center that produces edibles must hold a permit to operate as a food establishment pursuant to chapter 500, the Florida Food Safety Act, and must comply with all the requirements for food establishments pursuant to chapter 500 and any rules adopted thereunder. Edibles may not contain more than 200 milligrams of tetrahydrocannabinol and a single serving portion of an edible may not exceed 10 milligrams of tetrahydrocannabinol. Edibles may have a potency variance of no greater than 15 percent. Edibles may not be attractive to children; be manufactured in the shape of humans, cartoons, or animals; be manufactured in a form that bears any reasonable resemblance to products available for consumption as commercially available candy; or contain any color additives. To discourage consumption of edibles by children, the department shall determine by rule any shapes, forms, and ingredients allowed and prohibited for edibles. Medical marijuana treatment centers may not begin processing or dispensing edibles until after the effective date of the rule. The department shall also adopt sanitation rules providing the standards and requirements for the storage, display, or dispensing of edibles.

9. Within 12 months after licensure, a medical marijuana treatment center must demonstrate to the department that all of its processing facilities have passed a Food Safety Good Manufacturing Practices, such as Global Food Safety Initiative or equivalent, inspection by a nationally accredited certifying body. A medical marijuana treatment center must immediately stop processing at any facility which fails to pass this inspection

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until it demonstrates to the department that such facility has met this requirement.

10. When processing marijuana, a medical marijuana treatment center must:

a. Process the marijuana within an enclosed structure and in a room separate from other plants or products.

b. Comply with department rules when processing marijuana with hydrocarbon solvents or other solvents or gases exhibiting potential toxicity to humans. The department shall determine by rule the requirements for medical marijuana treatment centers to use such solvents or gases exhibiting potential toxicity to humans.

c. Comply with federal and state laws and regulations and department rules for solid and liquid wastes. The department shall determine by rule procedures for the storage, handling, transportation, management, and disposal of solid and liquid waste generated during marijuana production and processing. The Department of Environmental Protection shall assist the department in developing such rules.

d. Test the processed marijuana using a medical marijuana testing laboratory before it is dispensed. Results must be verified and signed by two medical marijuana treatment center employees. Before dispensing, the medical marijuana treatment center must determine that the test results indicate that low-THC cannabis meets the definition of low-THC cannabis, the concentration of tetrahydrocannabinol meets the potency requirements of this section, the labeling of the concentration of tetrahydrocannabinol and cannabidiol is accurate, and all marijuana is safe for human consumption and free from

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contaminants that are unsafe for human consumption. The department shall determine by rule which contaminants must be tested for and the maximum levels of each contaminant which are safe for human consumption. The Department of Agriculture and Consumer Services shall assist the department in developing the testing requirements for contaminants that are unsafe for human consumption in edibles. The department shall also determine by rule the procedures for the treatment of marijuana that fails to meet the testing requirements of this section, s. 381.988, or department rule. The department may select a random sample from edibles available for purchase in a dispensing facility which shall be tested by the department to determine that the edible meets the potency requirements of this section, is safe for human consumption, and the labeling of the tetrahydrocannabinol and cannabidiol concentration is accurate. A medical marijuana treatment center may not require payment from the department for the sample. A medical marijuana treatment center must recall edibles, including all edibles made from the same batch of marijuana, which fail to meet the potency requirements of this section, which are unsafe for human consumption, or for which the labeling of the tetrahydrocannabinol and cannabidiol concentration is inaccurate. The medical marijuana treatment center must retain records of all testing and samples of each homogenous batch of marijuana for at least 9 months. The medical marijuana treatment center must contract with a marijuana testing laboratory to perform audits on the medical marijuana treatment center's standard operating procedures, testing records, and samples and provide the results to the department to confirm that the marijuana or low-THC cannabis meets the

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requirements of this section and that the marijuana or low-THC cannabis is safe for human consumption. A medical marijuana treatment center shall reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of such audits. A medical marijuana treatment center may use a laboratory that has not been certified by the department under s. 381.988 until such time as at least one laboratory holds the required certification, but in no event later than July 1, 2018.

e. Package the marijuana in compliance with the United States Poison Prevention Packaging Act of 1970, 15 U.S.C. ss. 1471 et seq.

f. Package the marijuana in a receptacle that has a firmly affixed and legible label stating the following information:

(I) The marijuana or low-THC cannabis meets the requirements of sub-subparagraph d.

(II) The name of the medical marijuana treatment center from which the marijuana originates.

(III) The batch number and harvest number from which the marijuana originates and the date dispensed.

(IV) The name of the physician who issued the physician certification.

(V) The name of the patient.

(VI) The product name, if applicable, and dosage form, including concentration of tetrahydrocannabinol and cannabidiol. The product name may not contain wording commonly associated with products marketed by or to children.

(VII) The recommended dose.

(VIII) A warning that it is illegal to transfer medical

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marijuana to another person.

(IX) A marijuana universal symbol developed by the
department.

11. The medical marijuana treatment center shall include in
each package a patient package insert with information on the
specific product dispensed related to:

a. Clinical pharmacology.

b. Indications and use.

c. Dosage and administration.

d. Dosage forms and strengths.

e. Contraindications.

f. Warnings and precautions.

g. Adverse reactions.

12. Each edible shall be individually sealed in plain,
opaque wrapping marked only with the marijuana universal symbol.
Where practical, each edible shall be marked with the marijuana
universal symbol. In addition to the packaging and labeling
requirements in subparagraphs 10. and 11., edible receptacles
must be plain, opaque, and white without depictions of the
product or images other than the medical marijuana treatment
center's department-approved logo and the marijuana universal
symbol. The receptacle must also include a list all of the
edible's ingredients, storage instructions, an expiration date,
a legible and prominent warning to keep away from children and
pets, and a warning that the edible has not been produced or
inspected pursuant to federal food safety laws.

13. When dispensing marijuana or a marijuana delivery
device, a medical marijuana treatment center:

a. May dispense any active, valid order for low-THC

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cannabis, medical cannabis and cannabis delivery devices issued pursuant to former s. 381.986, Florida Statutes 2016, which was entered into the medical marijuana use registry before July 1, 2017.

b. May not dispense more than a 70-day supply of marijuana to a qualified patient or caregiver.

c. Must have the medical marijuana treatment center's employee who dispenses the marijuana or a marijuana delivery device enter into the medical marijuana use registry his or her name or unique employee identifier.

d. Must verify that the qualified patient and the caregiver, if applicable, each has an active registration in the medical marijuana use registry and an active and valid medical marijuana use registry identification card, the amount and type of marijuana dispensed matches the physician certification in the medical marijuana use registry for that qualified patient, and the physician certification has not already been filled.

e. May not dispense marijuana to a qualified patient who is younger than 18 years of age. If the qualified patient is younger than 18 years of age, marijuana may only be dispensed to the qualified patient's caregiver.

f. May not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes, bongs, or wrapping papers, other than a marijuana delivery device required for the medical use of marijuana and which is specified in a physician certification.

g. Must, upon dispensing the marijuana or marijuana delivery device, record in the registry the date, time, quantity, and form of marijuana dispensed; the type of marijuana

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1190 delivery device dispensed; and the name and medical marijuana
1191 use registry identification number of the qualified patient or
1192 caregiver to whom the marijuana delivery device was dispensed.

1193 h. Must ensure that patient records are not visible to
1194 anyone other than the qualified patient, his or her caregiver,
1195 and authorized medical marijuana treatment center employees.

1196 (f) To ensure the safety and security of premises where the
1197 cultivation, processing, storing, or dispensing of marijuana
1198 occurs, and to maintain adequate controls against the diversion,
1199 theft, and loss of marijuana or marijuana delivery devices, a
1200 medical marijuana treatment center shall:

1201 1.a. Maintain a fully operational security alarm system
1202 that secures all entry points and perimeter windows and is
1203 equipped with motion detectors; pressure switches; and duress,
1204 panic, and hold-up alarms; and

1205 b. Maintain a video surveillance system that records
1206 continuously 24 hours a day and meets the following criteria:

1207 (I) Cameras are fixed in a place that allows for the clear
1208 identification of persons and activities in controlled areas of
1209 the premises. Controlled areas include grow rooms, processing
1210 rooms, storage rooms, disposal rooms or areas, and point-of-sale
1211 rooms.

1212 (II) Cameras are fixed in entrances and exits to the
1213 premises, which shall record from both indoor and outdoor, or
1214 ingress and egress, vantage points.

1215 (III) Recorded images must clearly and accurately display
1216 the time and date.

1217 (IV) Retain video surveillance recordings for at least 45
1218 days or longer upon the request of a law enforcement agency.

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1219 2. Ensure that the medical marijuana treatment center's
1220 outdoor premises have sufficient lighting from dusk until dawn.

1221 3. Ensure that the indoor premises where dispensing occurs
1222 includes a waiting area with sufficient space and seating to
1223 accommodate qualified patients and caregivers and at least one
1224 private consultation area that is isolated from the waiting area
1225 and area where dispensing occurs. A medical marijuana treatment
1226 center may not display products or dispense marijuana or
1227 marijuana delivery devices in the waiting area.

1228 4. Not dispense from its premises marijuana or a marijuana
1229 delivery device between the hours of 9 p.m. and 7 a.m., but may
1230 perform all other operations and deliver marijuana to qualified
1231 patients 24 hours a day.

1232 5. Store marijuana in a secured, locked room or a vault.

1233 6. Require at least two of its employees, or two employees
1234 of a security agency with whom it contracts, to be on the
1235 premises at all times where cultivation, processing, or storing
1236 of marijuana occurs.

1237 7. Require each employee or contractor to wear a photo
1238 identification badge at all times while on the premises.

1239 8. Require each visitor to wear a visitor pass at all times
1240 while on the premises.

1241 9. Implement an alcohol and drug-free workplace policy.

1242 10. Report to local law enforcement within 24 hours after
1243 the medical marijuana treatment center is notified or becomes
1244 aware of the theft, diversion, or loss of marijuana.

1245 (g) To ensure the safe transport of marijuana and marijuana
1246 delivery devices to medical marijuana treatment centers,
1247 marijuana testing laboratories, or qualified patients, a medical

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marijuana treatment center must:

1. Maintain a marijuana transportation manifest in any vehicle transporting marijuana. The marijuana transportation manifest must be generated from a medical marijuana treatment center's seed-to-sale tracking system and include the:

a. Departure date and approximate time of departure.

b. Name, location address, and license number of the originating medical marijuana treatment center.

c. Name and address of the recipient of the delivery.

d. Quantity and form of any marijuana or marijuana delivery device being transported.

e. Arrival date and estimated time of arrival.

f. Delivery vehicle make and model and license plate number.

g. Name and signature of the medical marijuana treatment center employees delivering the product.

(I) A copy of the marijuana transportation manifest must be provided to each individual, medical marijuana treatment center, or marijuana testing laboratory that receives a delivery. The individual, or a representative of the center or laboratory, must sign a copy of the marijuana transportation manifest acknowledging receipt.

(II) An individual transporting marijuana or a marijuana delivery device must present a copy of the relevant marijuana transportation manifest and his or her employee identification card to a law enforcement officer upon request.

(III) Medical marijuana treatment centers and marijuana testing laboratories must retain copies of all marijuana transportation manifests for at least 3 years.

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2. Ensure only vehicles in good working order are used to transport marijuana.

3. Lock marijuana and marijuana delivery devices in a separate compartment or container within the vehicle.

4. Require employees to have possession of their employee identification card at all times when transporting marijuana or marijuana delivery devices.

5. Require at least two persons to be in a vehicle transporting marijuana or marijuana delivery devices, and require at least one person to remain in the vehicle while the marijuana or marijuana delivery device is being delivered.

6. Provide specific safety and security training to employees transporting or delivering marijuana and marijuana delivery devices.

(h) A medical marijuana treatment center may not engage in advertising that is visible to members of the public from any street, sidewalk, park, or other public place, except:

1. The dispensing location of a medical marijuana treatment center may have a sign that is affixed to the outside or hanging in the window of the premises which identifies the dispensary by the licensee's business name, a department-approved trade name, or a department-approved logo. A medical marijuana treatment center's trade name and logo may not contain wording or images commonly associated with marketing targeted toward children or which promote recreational use of marijuana.

2. A medical marijuana treatment center may engage in Internet advertising and marketing under the following conditions:

a. All advertisements must be approved by the department.

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b. An advertisement may not have any content that specifically targets individuals under the age of 18, including cartoon characters or similar images.

c. An advertisement may not be an unsolicited pop-up advertisement.

d. Opt-in marketing must include an easy and permanent opt-out feature.

(i) Each medical marijuana treatment center that dispenses marijuana and marijuana delivery devices shall make available to the public on its website:

1. Each marijuana and low-THC product available for purchase, including the form, strain of marijuana from which it was extracted, cannabidiol content, tetrahydrocannabinol content, dose unit, total number of doses available, and the ratio of cannabidiol to tetrahydrocannabinol for each product.

2. The price for a 30-day, 50-day, and 70-day supply at a standard dose for each marijuana and low-THC product available for purchase.

3. The price for each marijuana delivery device available for purchase.

4. If applicable, any discount policies and eligibility criteria for such discounts.

(j) Medical marijuana treatment centers are the sole source from which a qualified patient may legally obtain marijuana.

(k) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(9) BACKGROUND SCREENING.-An individual required to undergo a background screening pursuant to this section must pass a level 2 background screening as provided under chapter 435,

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which, in addition to the disqualifying offenses provided in s. 435.04, shall exclude an individual who has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense under chapter 837, chapter 895, or chapter 896 or similar law of another jurisdiction.

(a) Such individual must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. 943.053(13). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.

(b) Fees for state and federal fingerprint processing and retention shall be borne by the individual. The state cost for fingerprint processing shall be as provided in s. 943.053(3)(e) for records provided to persons or entities other than those specified as exceptions therein.

(c) Fingerprints submitted to the Department of Law Enforcement pursuant to this subsection shall be retained by the Department of Law Enforcement as provided in s. 943.05(2)(g) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation's national retained print arrest notification program. Any arrest record identified shall be reported to the department.

(10) MEDICAL MARIJUANA TREATMENT CENTER INSPECTIONS;
ADMINISTRATIVE ACTIONS.—

(a) The department shall conduct announced or unannounced

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inspections of medical marijuana treatment centers to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a medical marijuana treatment center upon receiving a complaint or notice that the medical marijuana treatment center has dispensed marijuana containing mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each medical marijuana treatment center to evaluate the medical marijuana treatment center's records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The Department of Agriculture and Consumer Services and the department shall enter into an interagency agreement to ensure cooperation and coordination in the performance of their obligations under this section and their respective regulatory and authorizing laws. The department, the Department of Highway Safety and Motor Vehicles, and the Department of Law Enforcement may enter into interagency agreements for the purposes specified in this subsection or subsection (7).

(e) The department shall publish a list of all approved medical marijuana treatment centers, medical directors, and qualified physicians on its website.

(f) The department may impose reasonable fines not to exceed \$10,000 on a medical marijuana treatment center for any of the following violations:

1. Violating this section or department rule.

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2. Failing to maintain qualifications for approval.
3. Endangering the health, safety, or security of a qualified patient.
4. Improperly disclosing personal and confidential information of the qualified patient.
5. Attempting to procure medical marijuana treatment center approval by bribery, fraudulent misrepresentation, or extortion.
6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a medical marijuana treatment center.
7. Making or filing a report or record that the medical marijuana treatment center knows to be false.
8. Willfully failing to maintain a record required by this section or department rule.
9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official duties.
10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a medical marijuana treatment center.
11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a medical marijuana treatment center.
12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a medical marijuana treatment center suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction, including its agencies or

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subdivisions, for a violation that would constitute a violation under Florida law.

13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.

(g) The department may suspend, revoke, or refuse to renew a medical marijuana treatment center license if the medical marijuana treatment center commits any of the violations in paragraph (f).

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(11) PREEMPTION.—Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school.

(b)1. A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.

2. A municipality may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, medical marijuana treatment center dispensing facilities located within

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the boundaries of that municipality. A county may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, all such dispensing facilities located within the unincorporated areas of that county. Except as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465. A municipality or county may not charge a medical marijuana treatment center a license or permit fee in an amount greater than the fee charged by such municipality or county to pharmacies. A dispensing facility location approved by a municipality or county pursuant to former s. 381.986(8)(b), Florida Statutes 2016, is not subject to the location requirements of this subsection.

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

(d) This subsection does not prohibit any local jurisdiction from ensuring medical marijuana treatment center facilities comply with the Florida Building Code, the Florida Fire Prevention Code, or any local amendments to the Florida Building Code or the Florida Fire Prevention Code.

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(12) PENALTIES.—

(a) A qualified physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the qualified physician issues a physician certification for the medical use of marijuana for a patient without a reasonable belief that the patient is suffering from a qualifying medical condition.

(b) A person who fraudulently represents that he or she has a qualifying medical condition to a qualified physician for the purpose of being issued a physician certification commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) A qualified patient who uses marijuana, not including low-THC cannabis, or a caregiver who administers marijuana, not including low-THC cannabis, in plain view of or in a place open to the general public; in a school bus, a vehicle, an aircraft, or a boat; or on the grounds of a school except as provided in s. 1006.062, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(d) A qualified patient or caregiver who cultivates marijuana or who purchases or acquires marijuana from any person or entity other than a medical marijuana treatment center violates s. 893.13 and is subject to the penalties provided therein.

(e)1. A qualified patient or caregiver in possession of marijuana or a marijuana delivery device who fails or refuses to present his or her marijuana use registry identification card upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s.

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1509 775.082 or s. 775.083, unless it can be determined through the
1510 medical marijuana use registry that the person is authorized to
1511 be in possession of that marijuana or marijuana delivery device.

1512 2. A person charged with a violation of this paragraph may
1513 not be convicted if, before or at the time of his or her court
1514 or hearing appearance, the person produces in court or to the
1515 clerk of the court in which the charge is pending a medical
1516 marijuana use registry identification card issued to him or her
1517 which is valid at the time of his or her arrest. The clerk of
1518 the court is authorized to dismiss such case at any time before
1519 the defendant's appearance in court. The clerk of the court may
1520 assess a fee of \$5 for dismissing the case under this paragraph.

1521 (f) A caregiver who violates any of the applicable
1522 provisions of this section or applicable department rules, for
1523 the first offense, commits a misdemeanor of the second degree,
1524 punishable as provided in s. 775.082 or s. 775.083 and, for a
1525 second or subsequent offense, commits a misdemeanor of the first
1526 degree, punishable as provided in s. 775.082 or s. 775.083.

1527 (g) A qualified physician who issues a physician
1528 certification for marijuana or a marijuana delivery device and
1529 receives compensation from a medical marijuana treatment center
1530 related to the issuance of a physician certification for
1531 marijuana or a marijuana delivery device is subject to
1532 disciplinary action under the applicable practice act and s.
1533 456.072(1) (n).

1534 (h) A person transporting marijuana or marijuana delivery
1535 devices on behalf of a medical marijuana treatment center or
1536 marijuana testing laboratory who fails or refuses to present a
1537 transportation manifest upon the request of a law enforcement

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officer commits a misdemeanor of the second degree, punishable
as provided in s. 775.082 or s. 775.083.

(i) Persons and entities conducting activities authorized
and governed by this section and s. 381.988 are subject to ss.
456.053, 456.054, and 817.505, as applicable.

(j) A person or entity that cultivates, processes,
distributes, sells, or dispenses marijuana, as defined in s.
29(b)(4), Art. X of the State Constitution, and is not licensed
as a medical marijuana treatment center violates s. 893.13 and
is subject to the penalties provided therein.

(k) A person who manufactures, distributes, sells, gives,
or possesses with the intent to manufacture, distribute, sell,
or give marijuana or a marijuana delivery device that he or she
holds out to have originated from a licensed medical marijuana
treatment center but that is counterfeit commits a felony of the
third degree, punishable as provided in s. 775.082, s. 775.083,
or s. 775.084. For the purposes of this paragraph, the term
"counterfeit" means marijuana; a marijuana delivery device; or a
marijuana or marijuana delivery device container, seal, or label
which, without authorization, bears the trademark, trade name,
or other identifying mark, imprint, or device, or any likeness
thereof, of a licensed medical marijuana treatment center and
which thereby falsely purports or is represented to be the
product of, or to have been distributed by, that licensed
medical marijuana treatment facility.

(l) Any person who possesses or manufactures a blank,
forged, stolen, fictitious, fraudulent, counterfeit, or
otherwise unlawfully issued medical marijuana use registry
identification card commits a felony of the third degree,

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punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(13) UNLICENSED ACTIVITY.—

(a) If the department has probable cause to believe that a person or entity that is not registered or licensed with the department has violated this section, s. 381.988, or any rule adopted pursuant to this section, the department may issue and deliver to such person or entity a notice to cease and desist from such violation. The department also may issue and deliver a notice to cease and desist to any person or entity who aids and abets such unlicensed activity. The issuance of a notice to cease and desist does not constitute agency action for which a hearing under s. 120.569 or s. 120.57 may be sought. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person or entity who violates any provisions of such order.

(b) In addition to the remedies under paragraph (a), the department may impose by citation an administrative penalty not to exceed \$5,000 per incident. The citation shall be issued to the subject and must contain the subject's name and any other information the department determines to be necessary to identify the subject, a brief factual statement, the sections of the law allegedly violated, and the penalty imposed. If the subject does not dispute the matter in the citation with the department within 30 days after the citation is served, the citation shall become a final order of the department. The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section. Each day that the unlicensed activity continues after issuance of a notice to cease and desist

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constitutes a separate violation. The department shall be entitled to recover the costs of investigation and prosecution in addition to the fine levied pursuant to the citation. Service of a citation may be made by personal service or by mail to the subject at the subject's last known address or place of practice. If the department is required to seek enforcement of the cease and desist or agency order, it shall be entitled to collect attorney fees and costs.

(c) In addition to or in lieu of any other administrative remedy, the department may seek the imposition of a civil penalty through the circuit court for any violation for which the department may issue a notice to cease and desist. The civil penalty shall be no less than \$5,000 and no more than \$10,000 for each offense. The court may also award to the prevailing party court costs and reasonable attorney fees and, in the event the department prevails, may also award reasonable costs of investigation and prosecution.

(d) In addition to the other remedies provided in this section, the department or any state attorney may bring an action for an injunction to restrain any unlicensed activity or to enjoin the future operation or maintenance of the unlicensed activity or the performance of any service in violation of this section.

(e) The department must notify local law enforcement of such unlicensed activity for a determination of any criminal violation of chapter 893.

(14) EXCEPTIONS TO OTHER LAWS.—

(a) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of

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1625 this section, a qualified patient and the qualified patient's
1626 caregiver may purchase from a medical marijuana treatment center
1627 for the patient's medical use a marijuana delivery device and up
1628 to the amount of marijuana authorized in the physician
1629 certification, but may not possess more than a 70-day supply of
1630 marijuana at any given time and all marijuana purchased must
1631 remain in its original packaging.

1632 (b) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or
1633 any other provision of law, but subject to the requirements of
1634 this section, an approved medical marijuana treatment center and
1635 its owners, managers, and employees may manufacture, possess,
1636 sell, deliver, distribute, dispense, and lawfully dispose of
1637 marijuana or a marijuana delivery device as provided in this
1638 section, s. 381.988, and by department rule. For the purposes of
1639 this subsection, the terms "manufacture," "possession,"
1640 "deliver," "distribute," and "dispense" have the same meanings
1641 as provided in s. 893.02.

1642 (c) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or
1643 any other provision of law, but subject to the requirements of
1644 this section, a certified marijuana testing laboratory,
1645 including an employee of a certified marijuana testing
1646 laboratory acting within the scope of his or her employment, may
1647 acquire, possess, test, transport, and lawfully dispose of
1648 marijuana as provided in this section, in s. 381.988, and by
1649 department rule.

1650 (d) A licensed medical marijuana treatment center and its
1651 owners, managers, and employees are not subject to licensure or
1652 regulation under chapter 465 or chapter 499 for manufacturing,
1653 possessing, selling, delivering, distributing, dispensing, or

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lawfully disposing of marijuana or a marijuana delivery device,
as provided in this section, s. 381.988, and by department rule.

(e) This subsection does not exempt a person from
prosecution for a criminal offense related to impairment or
intoxication resulting from the medical use of marijuana or
relieve a person from any requirement under law to submit to a
breath, blood, urine, or other test to detect the presence of a
controlled substance.

(f) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or
any other provision of law, but subject to the requirements of
this section and pursuant to policies and procedures established
pursuant to s. 1006.62(8), school personnel may possess
marijuana that is obtained for medical use pursuant to this
section by a student who is a qualified patient.

(g) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or
any other provision of law, but subject to the requirements of
this section, a research institute established by a public
postsecondary educational institution, such as the H. Lee
Moffitt Cancer Center and Research Institute, Inc., established
under s. 1004.43, or a state university that has achieved the
preeminent state research university designation under s.
1001.7065 may possess, test, transport, and lawfully dispose of
marijuana for research purposes as provided by this section.

(15) APPLICABILITY.—This section does not limit the ability
of an employer to establish, continue, or enforce a drug-free
workplace program or policy. This section does not require an
employer to accommodate the medical use of marijuana in any
workplace or any employee working while under the influence of
marijuana. This section does not create a cause of action

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against an employer for wrongful discharge or discrimination.
Marijuana, as defined in this section, is not reimbursable under
chapter 440.

(16) FINES AND FEES.—Fines and fees collected by the
department under this section shall be deposited in the Grants
and Donations Trust Fund within the Department of Health.

Section 4. Paragraph (uu) is added to subsection (1) of
section 458.331, Florida Statutes, to read:

458.331 Grounds for disciplinary action; action by the
board and department.—

(1) The following acts constitute grounds for denial of a
license or disciplinary action, as specified in s. 456.072(2):

(uu) Issuing a physician certification, as defined in s.
381.986, in a manner out of compliance with the requirements of
that section and rules adopted thereunder.

Section 5. Paragraph (ww) is added to subsection (1) of
section 459.015, Florida Statutes, to read:

459.015 Grounds for disciplinary action; action by the
board and department.—

(1) The following acts constitute grounds for denial of a
license or disciplinary action, as specified in s. 456.072(2):

(ww) Issuing a physician certification, as defined in s.
381.986, in a manner not in compliance with the requirements of
that section and rules adopted thereunder.

Section 6. Section 381.988, Florida Statutes, is created to
read:

381.988 Medical marijuana testing laboratories; marijuana
tests conducted by a certified laboratory.—

(1) A person or entity seeking to be a certified marijuana

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testing laboratory must:

(a) Not be owned or controlled by a medical marijuana treatment center.

(b) Submit a completed application accompanied by an application fee, as established by department rule.

(c) Submit proof of an accreditation or a certification approved by the department issued by an accreditation or a certification organization approved by the department. The department shall adopt by rule a list of approved laboratory accreditations or certifications and accreditation or certification organizations.

(d) Require all owners and managers to submit to and pass a level 2 background screening pursuant to s. 435.04 and shall deny certification if the person or entity has been found guilty of, or has entered a plea of guilty or nolo contendere to, regardless of adjudication, any offense listed in chapter 837, chapter 895, or chapter 896 or similar law of another jurisdiction.

1. Such owners and managers must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. 943.053(13). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.

2. Fees for state and federal fingerprint processing and retention shall be borne by such owners or managers. The state cost for fingerprint processing shall be as provided in s. 943.053(3) (e) for records provided to persons or entities other

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than those specified as exceptions therein.

3. Fingerprints submitted to the Department of Law Enforcement pursuant to this paragraph shall be retained by the Department of Law Enforcement as provided in s. 943.05(2)(g) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation's national retained print arrest notification program. Any arrest record identified shall be reported to the department.

(e) Demonstrate to the department the capability of meeting the standards for certification required by this subsection, and the testing requirements of s. 381.986 and this section and rules adopted thereunder.

(2) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing a procedure for initial certification and biennial renewal, including initial application and biennial renewal fees sufficient to cover the costs of administering this certification program. The department shall renew the certification biennially if the laboratory meets the requirements of this section and pays the biennial renewal fee.

(3) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing the standards for certification of marijuana testing laboratories under this section. The Department of Agriculture and Consumer Services and the Department of Environmental Protection shall assist the department in developing the rule, which must include, but is not limited to:

(a) Security standards.

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- 1770 (b) Minimum standards for personnel.
- 1771 (c) Sample collection method and process standards.
- 1772 (d) Proficiency testing for tetrahydrocannabinol potency,
1773 concentration of cannabidiol, and contaminants unsafe for human
1774 consumption, as determined by department rule.
- 1775 (e) Reporting content, format, and frequency.
- 1776 (f) Audits and onsite inspections.
- 1777 (g) Quality assurance.
- 1778 (h) Equipment and methodology.
- 1779 (i) Chain of custody.
- 1780 (j) Any other standard the department deems necessary to
1781 ensure the health and safety of the public.
- 1782 (4) A marijuana testing laboratory may acquire marijuana
1783 only from a medical marijuana treatment center. A marijuana
1784 testing laboratory is prohibited from selling, distributing, or
1785 transferring marijuana received from a marijuana treatment
1786 center, except that a marijuana testing laboratory may transfer
1787 a sample to another marijuana testing laboratory in this state.
- 1788 (5) A marijuana testing laboratory must properly dispose of
1789 all samples it receives, unless transferred to another marijuana
1790 testing laboratory, after all necessary tests have been
1791 conducted and any required period of storage has elapsed, as
1792 established by department rule.
- 1793 (6) A marijuana testing laboratory shall use the computer
1794 software tracking system selected by the department under s.
1795 381.986.
- 1796 (7) The following acts constitute grounds for which
1797 disciplinary action specified in subsection (8) may be taken
1798 against a certified marijuana testing laboratory:

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1799 (a) Permitting unauthorized persons to perform technical
1800 procedures or issue reports.

1801 (b) Demonstrating incompetence or making consistent errors
1802 in the performance of testing or erroneous reporting.

1803 (c) Performing a test and rendering a report thereon to a
1804 person or entity not authorized by law to receive such services.

1805 (d) Failing to file any report required under this section
1806 or s. 381.986 or the rules adopted thereunder.

1807 (e) Reporting a test result if the test was not performed.

1808 (f) Failing to correct deficiencies within the time
1809 required by the department.

1810 (g) Violating or aiding and abetting in the violation of
1811 any provision of s. 381.986 or this section or any rules adopted
1812 thereunder.

1813 (8) The department may refuse to issue or renew, or may
1814 suspend or revoke, the certification of a marijuana testing
1815 laboratory that is found to be in violation of this section or
1816 any rules adopted hereunder. The department may impose fines for
1817 violations of this section or rules adopted thereunder, based on
1818 a schedule adopted in rule. In determining the administrative
1819 action to be imposed for a violation, the department must
1820 consider the following factors:

1821 (a) The severity of the violation, including the
1822 probability of death or serious harm to the health or safety of
1823 any person that may result or has resulted; the severity or
1824 potential harm; and the extent to which s. 381.986 or this
1825 section were violated.

1826 (b) The actions taken by the marijuana testing laboratory
1827 to correct the violation or to remedy the complaint.

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(c) Any previous violation by the marijuana testing laboratory.

(d) The financial benefit to the marijuana testing laboratory of committing or continuing the violation.

(9) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section.

(10) Fees collected by the department under this section shall be deposited in the Grants and Donations Trust Fund within the Department of Health.

Section 7. Section 381.989, Florida Statutes, is created to read:

381.989 Public education campaigns.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Cannabis" has the same meaning as in s. 893.02.

(b) "Department" means the Department of Health.

(c) "Marijuana" has the same meaning as in s. 381.986.

(2) STATEWIDE CANNABIS AND MARIJUANA EDUCATION AND ILLICIT USE PREVENTION CAMPAIGN.—

(a) The department shall implement a statewide cannabis and marijuana education and illicit use prevention campaign to publicize accurate information regarding:

1. The legal requirements for licit use and possession of marijuana in this state.

2. Safe use of marijuana, including preventing access by persons other than qualified patients as defined in s. 381.986, particularly children.

3. The short-term and long-term health effects of cannabis and marijuana use, particularly on minors and young adults.

4. Other cannabis-related and marijuana-related education

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determined by the department to be necessary to the public health and safety.

(b) The department shall provide educational materials regarding the eligibility for medical use of marijuana by individuals diagnosed with a terminal condition to individuals that provide palliative care or hospice services.

(c) The department may use television messaging, radio broadcasts, print media, digital strategies, social media, and any other form of messaging deemed necessary and appropriate by the department to implement the campaign. The department may work with school districts, community organizations, and businesses and business organizations and other entities to provide training and programming.

(d) The department may contract with one or more vendors to implement the campaign.

(e) The department shall contract with an independent entity to conduct annual evaluations of the campaign. The evaluations shall assess the reach and impact of the campaign, success in educating the citizens of the state regarding the legal parameters for marijuana use, success in preventing illicit access by adults and youth, and success in preventing negative health impacts from the legalization of marijuana. The first year of the program, the evaluator shall conduct surveys to establish baseline data on youth and adult cannabis use, the attitudes of youth and the general public toward cannabis and marijuana, and any other data deemed necessary for long-term analysis. By January 31 of each year, the department shall submit to the Governor, the President of the Senate, and the Speaker of the House of Representatives the annual evaluation of

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the campaign.

(3) STATEWIDE IMPAIRED DRIVING EDUCATION CAMPAIGN.—

(a) The Department of Highway Safety and Motor Vehicles shall implement a statewide impaired driving education campaign to raise awareness and prevent marijuana-related and cannabis-related impaired driving and may contract with one or more vendors to implement the campaign. The Department of Highway Safety and Motor Vehicles may use television messaging, radio broadcasts, print media, digital strategies, social media, and any other form of messaging deemed necessary and appropriate by the department to implement the campaign.

(b) At a minimum, the Department of Highway Safety and Motor Vehicles or a contracted vendor shall establish baseline data on the number of marijuana-related citations for driving under the influence, marijuana-related traffic arrests, marijuana-related traffic accidents, and marijuana-related traffic fatalities, and shall track these measures annually thereafter. The Department of Highway Safety and Motor Vehicles or a contracted vendor shall annually evaluate and compile a report on the efficacy of the campaign based on those measures and other measures established by the Department of Highway Safety and Motor Vehicles. By January 31 of each year, the Department of Highway Safety and Motor Vehicles shall submit the report on the evaluation of the campaign to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 8. Subsection (1) of section 385.211, Florida Statutes, is amended to read:

385.211 Refractory and intractable epilepsy treatment and

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research at recognized medical centers.—

(1) As used in this section, the term “low-THC cannabis” means “low-THC cannabis” as defined in s. 381.986 that is dispensed only from a dispensing organization as defined in former s. 381.986, Florida Statutes 2016, or a medical marijuana treatment center as defined in s. 381.986.

Section 9. Paragraphs (b) through (e) of subsection (2) of section 499.0295, Florida Statutes, are redesignated as paragraphs (a) through (d), respectively, and present paragraphs (a) and (c) of that subsection, and subsection (3) of that section are amended, to read:

499.0295 Experimental treatments for terminal conditions.—

(2) As used in this section, the term:

~~(a) “Dispensing organization” means an organization approved by the Department of Health under s. 381.986(5) to cultivate, process, transport, and dispense low-THC cannabis, medical cannabis, and cannabis delivery devices.~~

(b) ~~(e)~~ “Investigational drug, biological product, or device” means:

~~1.~~ a drug, biological product, or device that has successfully completed phase 1 of a clinical trial but has not been approved for general use by the United States Food and Drug Administration and remains under investigation in a clinical trial approved by the United States Food and Drug Administration; ~~or~~

~~2. Medical cannabis that is manufactured and sold by a dispensing organization.~~

(3) Upon the request of an eligible patient, a manufacturer may, ~~or upon a physician’s order pursuant to s. 381.986, a~~

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~~dispensing organization may:~~

(a) Make its investigational drug, biological product, or device available under this section.

(b) Provide an investigational drug, biological product, or device, ~~or cannabis delivery device as defined in s. 381.986~~ to an eligible patient without receiving compensation.

(c) Require an eligible patient to pay the costs of, or the costs associated with, the manufacture of the investigational drug, biological product, or device, ~~or cannabis delivery device as defined in s. 381.986.~~

Section 10. Subsection (3) of section 893.02, Florida Statutes, is amended to read:

893.02 Definitions.—The following words and phrases as used in this chapter shall have the following meanings, unless the context otherwise requires:

(3) "Cannabis" means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin. The term does not include "marijuana," ~~"low-THC cannabis,"~~ as defined in s. 381.986, if manufactured, possessed, sold, purchased, delivered, distributed, or dispensed, in conformance with s. 381.986.

Section 11. Section 1004.4351, Florida Statutes, is created to read:

1004.4351 Medical marijuana research and education.—

(1) SHORT TITLE.—This section shall be known and may be cited as the "Medical Marijuana Research and Education Act."

(2) LEGISLATIVE FINDINGS.—The Legislature finds that:

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(a) The present state of knowledge concerning the use of marijuana to alleviate pain and treat illnesses is limited because permission to perform clinical studies on marijuana is difficult to obtain, with access to research-grade marijuana so restricted that little or no unbiased studies have been performed.

(b) Under the State Constitution, marijuana is available for the treatment of certain debilitating medical conditions.

(c) Additional clinical studies are needed to ensure that the residents of this state obtain the correct dosing, formulation, route, modality, frequency, quantity, and quality of marijuana for specific illnesses.

(d) An effective medical marijuana research and education program would mobilize the scientific, educational, and medical resources that presently exist in this state to determine the appropriate and best use of marijuana to treat illness.

(3) DEFINITIONS.—As used in this section, the term:

(a) "Board" means the Medical Marijuana Research and Education Board.

(b) "Coalition" means the Coalition for Medical Marijuana Research and Education.

(c) "Marijuana" has the same meaning as provided in s. 29, Art. X of the State Constitution.

(4) COALITION FOR MEDICAL MARIJUANA RESEARCH AND EDUCATION.—

(a) There is established within the H. Lee Moffitt Cancer Center and Research Institute, Inc., the Coalition for Medical Marijuana Research and Education. The purpose of the coalition is to conduct rigorous scientific research, provide education,

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disseminate research, and guide policy for the adoption of a
statewide policy on ordering and dosing practices for the
medical use of marijuana. The coalition shall be physically
located at the H. Lee Moffitt Cancer Center and Research
Institute, Inc.

(b) The Medical Marijuana Research and Education Board is
established to direct the operations of the coalition. The board
shall be composed of seven members appointed by the chief
executive officer of the H. Lee Moffitt Cancer Center and
Research Institute, Inc. Board members must have experience in a
variety of scientific and medical fields, including, but not
limited to, oncology, neurology, psychology, pediatrics,
nutrition, and addiction. Members shall be appointed to 4-year
terms and may be reappointed to serve additional terms. The
chair shall be elected by the board from among its members to
serve a 2-year term. The board shall meet at least semiannually
at the call of the chair or, in his or her absence or
incapacity, the vice chair. Four members constitute a quorum. A
majority vote of the members present is required for all actions
of the board. The board may prescribe, amend, and repeal a
charter governing the manner in which it conducts its business.
A board member shall serve without compensation but is entitled
to be reimbursed for travel expenses by the coalition or the
organization he or she represents in accordance with s. 112.061.

(c) The coalition shall be administered by a coalition
director, who shall be appointed by and serve at the pleasure of
the board. The coalition director shall, subject to the approval
of the board:

1. Propose a budget for the coalition.

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2031 2. Foster the collaboration of scientists, researchers, and
2032 other appropriate personnel in accordance with the coalition's
2033 charter.

2034 3. Identify and prioritize the research to be conducted by
2035 the coalition.

2036 4. Prepare the Medical Marijuana Research and Education
2037 Plan for submission to the board.

2038 5. Apply for grants to obtain funding for research
2039 conducted by the coalition.

2040 6. Perform other duties as determined by the board.

2041 (d) The board shall advise the Board of Governors, the
2042 State Surgeon General, the Governor, and the Legislature with
2043 respect to medical marijuana research and education in this
2044 state. The board shall explore methods of implementing and
2045 enforcing medical marijuana laws in relation to cancer control,
2046 research, treatment, and education.

2047 (e) The board shall annually adopt a plan for medical
2048 marijuana research, known as the "Medical Marijuana Research and
2049 Education Plan," which must be in accordance with state law and
2050 coordinate with existing programs in this state. The plan must
2051 include recommendations for the coordination and integration of
2052 medical, pharmacological, nursing, paramedical, community, and
2053 other resources connected with the treatment of debilitating
2054 medical conditions; research related to the treatment of such
2055 medical conditions; and education.

2056 (f) By February 15 of each year, the board shall issue a
2057 report to the Governor, the President of the Senate, and the
2058 Speaker of the House of Representatives on research projects,
2059 community outreach initiatives, and future plans for the

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coalition.

(g) Beginning January 15, 2018, and quarterly thereafter,
the Department of Health shall submit to the board a data set
that includes, for each patient registered in the medical
marijuana use registry, the patient's qualifying medical
condition and the daily dose amount and forms of marijuana
certified for the patient.

(5) RESPONSIBILITIES OF THE H. LEE MOFFITT CANCER CENTER
AND RESEARCH INSTITUTE, INC.—The H. Lee Moffitt Cancer Center
and Research Institute, Inc., shall allocate staff and provide
information and assistance, as the coalition's budget permits,
to assist the board in fulfilling its responsibilities.

Section 12. Subsection (1) of section 1004.441, Florida
Statutes, is amended to read:

1004.441 Refractory and intractable epilepsy treatment and
research.—

(1) As used in this section, the term "low-THC cannabis"
means "low-THC cannabis" as defined in s. 381.986 that is
dispensed only from a dispensing organization as defined in
former s. 381.986, Florida Statutes 2016, or a medical marijuana
treatment center as defined in s. 381.986.

Section 13. Subsection (8) is added to section 1006.062,
Florida Statutes, to read:

1006.062 Administration of medication and provision of
medical services by district school board personnel.—

(8) Each district school board shall adopt a policy and a
procedure for allowing a student who is a qualified patient, as
defined in s. 381.986, to use marijuana obtained pursuant to
that section. Such policy and procedure shall ensure access by

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the qualified patient; identify how the marijuana will be
received, accounted for, and stored; and establish processes to
prevent access by other students and school personnel whose
access would be unnecessary for the implementation of the
policy.

Section 14. Department of Health; authority to adopt rules;
cause of action.—

(1) EMERGENCY RULEMAKING.—

(a) The Department of Health and the applicable boards
shall adopt emergency rules pursuant to s. 120.54(4), Florida
Statutes, and this section necessary to implement ss. 381.986
and 381.988, Florida Statutes. If an emergency rule adopted
under this section is held to be unconstitutional or an invalid
exercise of delegated legislative authority, and becomes void,
the department or the applicable boards may adopt an emergency
rule pursuant to this section to replace the rule that has
become void. If the emergency rule adopted to replace the void
emergency rule is also held to be unconstitutional or an invalid
exercise of delegated legislative authority and becomes void,
the department and the applicable boards must follow the
nonemergency rulemaking procedures of the Administrative
Procedures Act to replace the rule that has become void.

(b) For emergency rules adopted under this section, the
department and the applicable boards need not make the findings
required by s. 120.54(4)(a), Florida Statutes. Emergency rules
adopted under this section are exempt from ss. 120.54(3)(b) and
120.541, Florida Statutes. The department and the applicable
boards shall meet the procedural requirements in s. 120.54(a),
Florida Statutes, if the department or the applicable boards

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2118 have, before the effective date of this act, held any public
2119 workshops or hearings on the subject matter of the emergency
2120 rules adopted under this subsection. Challenges to emergency
2121 rules adopted under this subsection are subject to the time
2122 schedules provided in s. 120.56(5), Florida Statutes.

2123 (c) Emergency rules adopted under this section are exempt
2124 from s. 120.54(4)(c), Florida Statutes, and shall remain in
2125 effect until replaced by rules adopted under the nonemergency
2126 rulemaking procedures of the Administrative Procedures Act. By
2127 January 1, 2018, the department and the applicable boards shall
2128 initiate nonemergency rulemaking pursuant to the Administrative
2129 Procedures Act to replace all emergency rules adopted under this
2130 section by publishing a notice of rule development in the
2131 Florida Administrative Register. Except as provided in paragraph
2132 (a), after January 1, 2018, the department and applicable boards
2133 may not adopt rules pursuant to the emergency rulemaking
2134 procedures provided in this section.

2135 (2) CAUSE OF ACTION.—

2136 (a) As used in s. 29(d)(3), Article X of the State
2137 Constitution, the term:

2138 1. "Issue regulations" means the filing by the department
2139 of a rule or emergency rule for adoption with the Department of
2140 State.

2141 2. "Judicial relief" means an action for declaratory
2142 judgment pursuant to chapter 86, Florida Statutes.

2143 (b) The venue for actions brought against the department
2144 pursuant to s. 29(d)(3), Article X of the State Constitution
2145 shall be in the circuit court in and for Leon County.

2146 (c) If the department is not issuing patient and caregiver

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2147 identification cards or licensing medical marijuana treatment
2148 centers by October 3, 2017, the following shall be a defense to
2149 a cause of action brought under s. 29(d)(3), Article X of the
2150 State Constitution:

2151 1. The department is unable to issue patient and caregiver
2152 identification cards or license medical marijuana treatment
2153 centers due to litigation challenging a rule as an invalid
2154 exercise of delegated legislative authority or unconstitutional.

2155 2. The department is unable to issue patient or caregiver
2156 identification cards or license medical marijuana treatment
2157 centers due to a rule being held as an invalid exercise of
2158 delegated legislative authority or unconstitutional.

2159 Section 15. Department of Law Enforcement; training related
2160 to medical use of marijuana.-The Department of Law Enforcement
2161 shall develop a 4-hour online initial training course, and a 2-
2162 hour online continuing education course, which shall be made
2163 available for use by all law enforcement agencies in this state.
2164 Such training shall cover the legal parameters of marijuana-
2165 related activities governed by ss. 381.986 and 381.988, Florida
2166 Statutes, relating to criminal laws governing marijuana.

2167 Section 16. Section 385.212, Florida Statutes, is amended
2168 to read:

2169 385.212 Powers and duties of the Department of Health;
2170 Office of ~~Medical Marijuana~~ ~~Compassionate~~ Use.-

2171 (1) The Department of Health shall establish an Office of
2172 ~~Medical Marijuana~~ ~~Compassionate~~ Use under the direction of the
2173 Deputy State Health Officer.

2174 (2) The Office of ~~Medical Marijuana~~ ~~Compassionate~~ Use may
2175 enhance access to investigational new drugs for Florida patients

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through approved clinical treatment plans or studies. The Office of Medical Marijuana ~~Compassionate~~ Use may:

(a) Create a network of state universities and medical centers recognized pursuant to s. 381.925.

(b) Make any necessary application to the United States Food and Drug Administration or a pharmaceutical manufacturer to facilitate enhanced access to medical ~~compassionate~~ use of marijuana for Florida patients.

(c) Enter into any agreements necessary to facilitate enhanced access to medical ~~compassionate~~ use of marijuana for Florida patients.

(3) The department may adopt rules necessary to implement this section.

(4) The Office of Medical Marijuana Use shall administer and enforce s. 381.986.

Section 17. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

Section 18. The Division of Law Revision and Information is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date the act becomes a law.

Section 19. (1) For the 2017-2018 fiscal year, 55 full-time equivalent positions, with associated salary rate of 2,198,860, are authorized and the sums of \$3.5 million in nonrecurring funds from the General Revenue Fund and \$4,055,292 in recurring

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2205 funds and \$1,238,148 in nonrecurring funds from the Grants and
2206 Donations Trust Fund are appropriated to the Department of
2207 Health for the purpose of implementing the requirements of this
2208 act. Of the funds appropriated, \$3,158,572 in recurring funds
2209 and \$1,238,148 in nonrecurring funds from the Grants and
2210 Donations Trust Fund and 27 full-time equivalent positions shall
2211 be placed in reserve. The Department of Health is authorized to
2212 submit budget amendments requesting the release of funds being
2213 held in reserve pursuant to chapter 216, Florida Statutes
2214 contingent upon need and demonstration of fee collections to
2215 support the budget authority.

2216 (2) For the 2017-2018 fiscal year, the sum of \$500,000 in
2217 nonrecurring funds from the General Revenue Fund is appropriated
2218 to the Department of Health to implement the statewide cannabis
2219 and marijuana education and illicit use prevention campaign
2220 established under s. 381.989, Florida Statutes.

2221 (3) For the 2017-2018 fiscal year, the sum of \$5 million in
2222 nonrecurring funds from the Highway Safety Operating Trust Fund
2223 are appropriated to the Department of Highway Safety and Motor
2224 Vehicles to implement the statewide impaired driving education
2225 campaign established under s. 381.989, Florida Statutes.

2226 (4) For the 2017-2018 fiscal year, the sum of \$100,000 in
2227 recurring funds from the Highway Safety Operating Trust Fund is
2228 appropriated to the Department of Highway Safety and Motor
2229 Vehicles for the purpose of training additional law enforcement
2230 officers as drug recognition experts.

2231 (5) For the 2017-2018 fiscal year, the sum of \$750,000 in
2232 nonrecurring funds from the General Revenue Fund is provided for
2233 the Coalition for Medicinal Cannabis Research and Education at

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2234 the H. Lee Moffitt Cancer Center and Research Institute, Inc.,
2235 to conduct medical cannabis research.
2236 Section 20. This act shall take effect upon becoming a law.

ORDINANCE NO. 17-__

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; CREATING SECTION 13-799.7, PROHIBITING CANNABIS DISPENSING ORGANIZATIONS, MEDICAL MARIJUANA TREATMENT FACILITIES, AND INDEPENDENT TESTING LABORATORIES WITHIN THE TERRITORIAL JURISDICTION OF THE TOWN; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature in 2014 enacted a Low-THC and Medical Cannabis law, the “Compassionate Medical Cannabis Act of 2014” (codified as Section 381.986, Florida Statutes) (“Act”) which, among other provisions, authorized a limited number of large nurseries to cultivate, process, transport and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain specified serious ailments; and

WHEREAS, the Florida Legislature in 2016 amended the Compassionate Medical Cannabis Act (Section 381.986, Florida Statutes) to include the use of full strength “medical marijuana” for eligible patients with terminal conditions; and

WHEREAS, the 2016 Amendment to Section 381.986, Florida Statutes, expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

WHEREAS, on November 8, 2016, Florida’s voters voted in favor of an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions (“Amendment 2”); and

WHEREAS, Amendment 2 fully legalizes the medical use of marijuana throughout the State of Florida for those individuals with specified debilitating conditions, and authorized the cultivation processing, distribution and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers”; and

WHEREAS, Section 381.986(11)(b), Florida Statutes, permits municipalities to determine by ordinance to ban dispensing facilities and medical marijuana treatment facilities; and

WHEREAS, the Administrative Official reviewed the proposed amendment to the and recommends approval, as set forth in the Staff Analysis and Recommendation dated July 7, 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 July 18, 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

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “* * *”.

WHEREAS, on July 25, 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 to 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 September ____, 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, the Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, 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

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “* * *”.

Code found at 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"

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.

THIS SPACE INTENTIONAL LEFT BLANK

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “* * *”.

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 Tony Lama

Councilmember Luis Collazo

Councilmember Tim Daubert

Councilmember Caesar Mestre

Councilmember Frank Mingo

Councilmember Nelson Rodriguez

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 Tony Lama

Councilmember Luis Collazo

Councilmember Tim Daubert

Councilmember Caesar Mestre

Councilmember Frank Mingo

Councilmember Nelson Rodriguez

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

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

Chapter 13 - LAND DEVELOPMENT CODE

* * *

ARTICLE IV. - ZONING DISTRICT REGULATIONS

* * *

DIVISION 21. - ADDITIONAL BUSINESS, COMMERCIAL, INDUSTRIAL AND OTHER USE REGULATIONS

* * *

13-799.7 Cannabis Dispensaries, Medical Marijuana Treatment Facilities, and Independent Testing Laboratories.

Cannabis Dispensaries, Medical Marijuana Treatment Facilities, and Independent Testing Laboratories are prohibited within the territorial jurisdiction of the Town of Miami Lakes as provided at Florida Statue 381.986.

13-799.7(1) Definitions. For purposes of this section, the following words terms and phrases, including their respective derivatives have the following meanings:

- a. Cannabis means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant and every compound, manufacture, salt derivative, mixture or preparation of the plant or its seeds or resin. Also known as marijuana.
- b. Cannabis dispensary means an establishment where the cultivation of the cannabis plant, sale of the cannabis plant, sale of any part of the cannabis plant, including its flowers and any derivative product of the cannabis plant, including low-THC cannabis, is dispensed at retail.
- c. Derivative product means any form of cannabis suitable for routes of administration.
- d. Independent testing laboratory means a laboratory, including the managers, employees, or contractors of the laboratory, which has no direct or indirect interest in a dispensing organization.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “* * *”.

- e. Low-THC cannabis means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin that is dispensed only from a dispensing organization approved by the Florida Department of Health pursuant to Section 381.986, Florida Statutes.
- f. Low-THC cannabis dispensary means an establishment where low-THC cannabis is dispensed at retail.
- g. Medical cannabis means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in s. 499.0295, Florida Statutes.
- h. Medical Marijuana Treatment Facility means business entities that cultivate, process, and dispense cannabis for medicinal purposes to qualified patients.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “* * *”.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: FPL Franchise Agreement
Date: 7/25/2017

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 over \$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 the same 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, however, by eliminating the off-set provision, the Town is expected to receive over \$800,000 in additional revenues per year as soon as the agreement goes into effect. 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 FPL Franchise Agreement

ORDINANCE NO. 2017-_____

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 six (6.0%) 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 6.0 percent 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 (6.0%) 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 6.0% 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 documents executed with the same formality and of equal dignity herewith, and approved by the Town Council.

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:

To FPL:

Town Manager
Town Hall
6601 Main Street
Miami Lakes, FL 33014

Vice President, External Affairs
700 Universe Boulevard
Juno Beach, FL 33408

Copy to:

Copy to:

Town Attorney
8105 NW 155 Street
Miami Lakes, FL 33016

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.

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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 Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Nelson Rodriguez	_____
Councilmember Frank Mingo	_____
Councilmember Ceasar Mestre	_____

Passed and adopted on first reading this _____ day of _____, 2017.

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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 Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Nelson Rodriguez	_____
Councilmember Frank Mingo	_____
Councilmember Ceasar Mestre	_____

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:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: FY 2017-18 Proposed Millage Rate, Budget Hearing Dates and General Fund Budget Message
Date: 7/25/2017

Recommendation:

Please find attached memorandum

ATTACHMENTS:

Description

FY 2017-18 Proposed Budget Message

Position Summary

General Fund Revenue Budget

General Fund Expenditure Budget

Committees' Budget

Resolution



TOWN OF MIAMI LAKES

MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Alex Rey, Town Manager

Subject: FY 2017-18 Proposed Millage, Budget Hearing Dates and General Fund Budget

Date: July 25, 2017

Recommendation

It is recommended that Town Council approve a tentative millage rate for Fiscal Year 2017-18 at 2.3518 mills, which is \$2.3518 per \$1,000 of assessed property value. This is an increase of .0165 mills from the current fiscal year, and remains one of the lowest millage rates in Miami-Dade County. The proposed millage rate is expected to yield \$6,741,354 in ad valorem revenue at 95% of value based on the July 1, 2017 estimated Property Tax Roll, as provided by Miami-Dade County Property Appraiser. The proposed millage is 0.0165 mills higher than the current millage rate of 2.3353; this increase will generate an additional \$47,297 which is needed due to the substantial increase of approximately \$710,000 or 10% in police expense.

This resolution also sets the budget hearing dates for the Town. Florida Statute requires local governments to hold two public budget hearings and precludes municipalities from conducting these hearings on the same day as the School Board or County's budget hearing dates. As we cannot conflict with the budget hearing dates for Miami-Dade County School Board (July 26th and September 6th) and Miami-Dade County (September 7th and September 19th), we recommend holding the Town's Budget Hearings on **Tuesday, September 5 at 5:01 p.m. and Wednesday, September 20, 2017 at 6:00 p.m.** In addition to the publicly noticed Budget Workshops held on May 16 and July 11, 2017, a third public workshop is scheduled for Thursday, August 24, 2017.

Background

As the Town enters a fifth year of economic recovery and growth attributed to increasing property values and new development, the positive effects of prudent financial decisions over the last few years have allowed us to invest in new community facilities, stormwater infrastructure improvements, enhanced communication and transparency, police resources to accommodate a growing population, reduce traffic at troubled spots, beautification projects and

improved response times to requests for service through new technologies and process improvement.

In November 2015, the Town adopted a 2025 Strategic Plan that outlines six goal areas including enhanced mobility, beautification, economic development, sustainability, communication and innovation/technology. Each goal area is supported by Objectives as adopted by the Town Council. Staff has developed specific Initiatives with supporting work plans to accomplish the Goals and Objectives provided for in the 2025 Strategic Plan. Several components of the plan require funding from the General Fund, including beautification and communication initiatives. Specific initiatives discussed at the May 16 workshop are a part of the Fiscal Year 2017-18 Business Plan and included in the Fiscal Year 2017-18 Proposed General Fund Budget; however, several of these initiatives are currently un-funded to accommodate the impact of the police budget increase.

While the current and projected development projects bode well for the Town's future economic stability, the expanding service areas and population increase will place greater demand on services provided by the Town, and accordingly, will have a significant impact on personnel, contract services, operational, and infrastructure costs.

FY 2017-18 PROPOSED GENERAL FUND BUDGET

The Fiscal Year 2017-18 ("FY18") Proposed General Fund Budget proved at the onset to be challenging mainly due to increases in contractual services for police patrol and group health insurance cost. We were able to balance the budget with recurring revenues and expense savings which allow us to maintain the current level of services expected by our residents and the business community. This, however, eliminated much of the flexibility we were hoping to accomplish with the implementation of our 2025 Strategic Plan Goals and Initiatives. As a result, there are several items that are currently not funded that will be discussed later in this memorandum. The total FY18 Proposed General Fund Budget is \$16,505,951, an increase of \$718,350 or 4.6% over the prior year, excluding prior year carryover funds. The increase is mainly attributable to the police increase of approximately \$710,000 and an increase of \$60,000 in the tree trimming budget to improve the service level to meet the objective of the Tree Management Plan; short of those two items, the rest of the budget is less than the prior year budget. A summary comparing FY17 Budget to FY18 Proposed budget is presented below.

TOWN OF MIAMI LAKES

GENERAL FUND SUMMARY

ACCOUNT NAME/DEPARTMENT	FY2016-17 ADOPTED BUDGET	FY2016-17 AMENDED BUDGET	FY2017-18 PROPOSED BUDGET	CHANGE INCR/(DECR)	% CHANGE
Revenues					
Ad Valorem Taxes	\$ 6,234,000	\$ 6,234,000	\$ 6,741,354	\$ 507,354	8.1%
Franchise Fees	1,200,000	1,200,000	1,250,000	50,000	4.2%
Utility Service Tax	2,950,000	2,950,000	3,309,213	359,213	12.2%
Intergovernmental Revenues	4,498,151	4,498,151	4,286,600	(211,551)	-4.7%
Permits & Fees (Non-Building Dept.)	418,750	418,750	470,000	51,250	12.2%
Fines & Forfeitures	173,500	173,500	200,000	26,500	15.3%
Miscellaneous Revenues	201,784	217,082	248,784	47,000	23.3%
Sub-total Recurring Revenues	15,676,185	15,691,483	16,505,951	829,766	5.3%
Interfund Transfers	111,416	111,416	-	(111,416)	
Prior Year Carry-Over Funds	-	1,399,523	-	0	
Sub-total Other Revenues	111,416	1,510,939	-	(111,416)	
Total Revenues	15,787,601	17,202,422	16,505,951	718,350	4.6%
Expenditures					
Town Mayor & Council	326,326	345,626	367,979	41,653	12.8%
Town Clerk	223,597	224,297	169,580	(54,017)	-24.2%
Town Attorney	235,000	409,000	230,000	(5,000)	-2.1%
Administration	1,971,279	2,149,081	1,997,668	26,390	1.3%
Police	7,712,869	7,688,344	8,422,574	709,705	9.2%
Planning and Code Compliance	489,761	496,437	374,688	(115,073)	-23.5%
Zoning	117,905	118,455	120,532	2,628	2.2%
Parks & Community Services	2,402,795	2,456,287	2,519,967	117,172	4.9%
Community Engagement & Outreach	560,084	566,883	610,455	50,372	9.0%
Special Events - Committees	211,750	226,048	227,850	16,100	7.6%
Public Works	1,104,317	1,134,430	1,112,685	8,367	0.8%
QNIP	153,423	153,423	153,423	-	0.0%
Non-Departmental	-	571,443	-	0	0.0%
Sub-total Expenditures	15,509,104	16,539,753	16,307,401	798,297	5.1%
Transfers Out	278,497	662,669	198,550	(79,948)	-28.7%
Total Expenditures	15,787,601	17,202,422	16,505,951	718,350	4.6%
Excess (Deficiency) of Revenues over Expenditures	\$ (0)	\$ (0)	\$ 0	\$ 0	0.0%

Property Tax Roll Value

The estimated roll value from Miami-Dade County Property Appraiser on July 1, 2017 reflects a gross taxable value of \$3,017,332,354, which includes an increase of \$13,870,920 in new construction and improvements. As compared to the certified taxable value for the previous year of \$2,809,602,232, the July 1, 2017 figures shows an increase of \$207.7 million or 7.4%. While the increase in roll value is healthy, it shows that over the last five years the Town has been able to hold its value but we are still below the peak level in 2008.

As seen in the graph below, Property Tax Roll value has been steadily on the rise since FY 2012-13, thus reflecting signs of continuous economic recovery and growth.

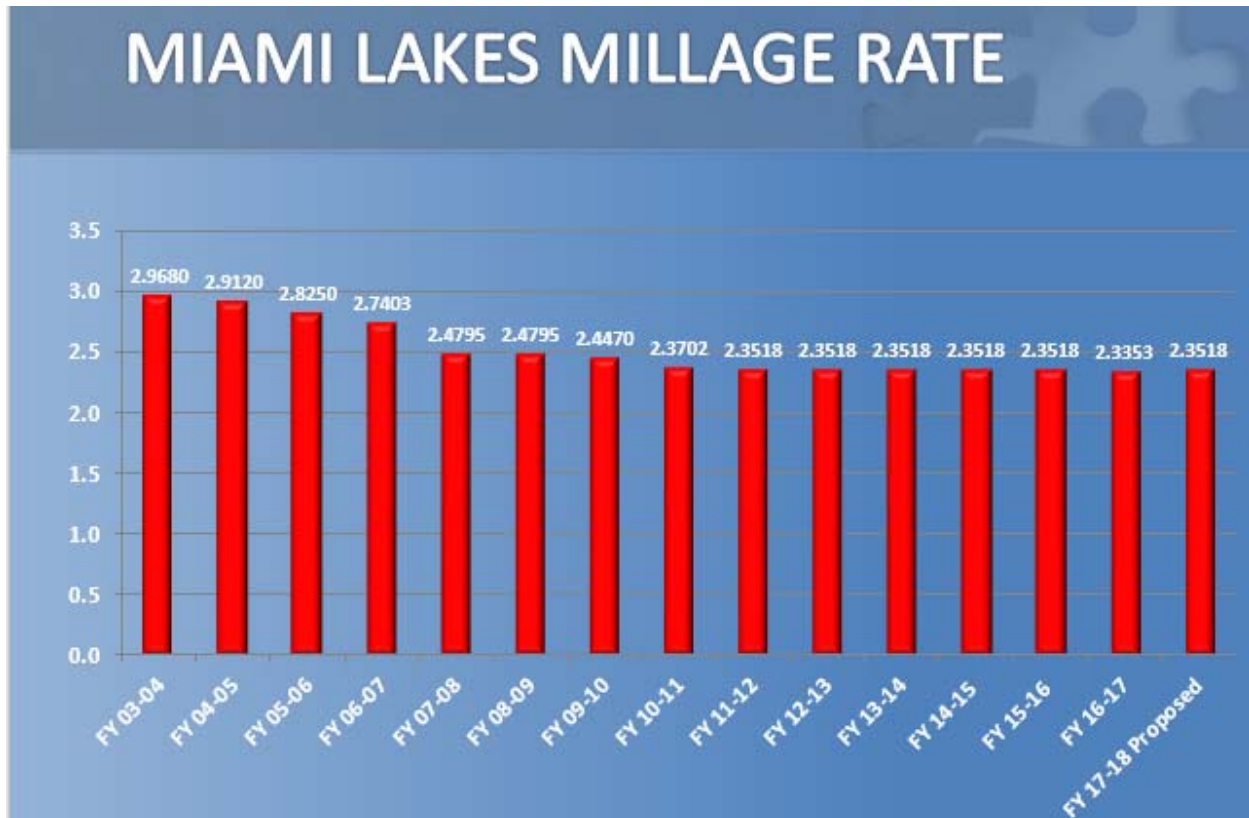


Millage Rate

The Town's current year adopted millage rate is the sixth lowest millage rate among the thirty-four municipalities in Miami-Dade County. The Town has steadily reduced its millage since its first year of incorporation. Since 2012, the Town maintained the same low rate for five consecutive years, to an all-time low rate of 2.3353 for the current year.

For FY18, although property values have increased 7.4% and will generate an additional \$460,000 in ad valorem revenue at the current millage rate of 2.3353, we are proposing to increase the millage rate to 2.3518 due to the substantial increase of approximately \$710,000 or 10% in Police patrol expenses. This rate increase of .0165 mills or .7% generates \$47,297 in ad valorem revenue.

The chart below depicts the Millage Rate since the Town's incorporation.



Rolled-Back Rate

Based on the proposed millage rate of 2.3518, the rolled-back rate for FY18 is 2.1610. This rate, calculated as required by the State Department of Revenue, will provide the same ad valorem tax revenue as levied during the prior year exclusive of new construction and improvements. The proposed millage rate of 2.3518 is 8.83% higher than the current year aggregate rolled-back rate. The state required methodology for calculating the rolled-back rate uses the roll value after the Value Adjustment Board action. The Town's final gross taxable value is \$2,779,313,541 which is \$30.3 million less than the preliminary July 1 base roll figure of \$2,809,602,232. The rolled-back rate would generate \$546,922 less in ad valorem revenue as compared to the proposed rate of 2.3518.

It should be noted that the calculation of the rolled-back rate does not consider the current rate of change to the Consumer Price Index (CPI) for all goods. Additionally, the calculation does not account for the normal increase in operating costs driven by the CPI.

FACTORS AFFECTING FY 2017-18 PROPOSED BUDGET

I. REVENUES

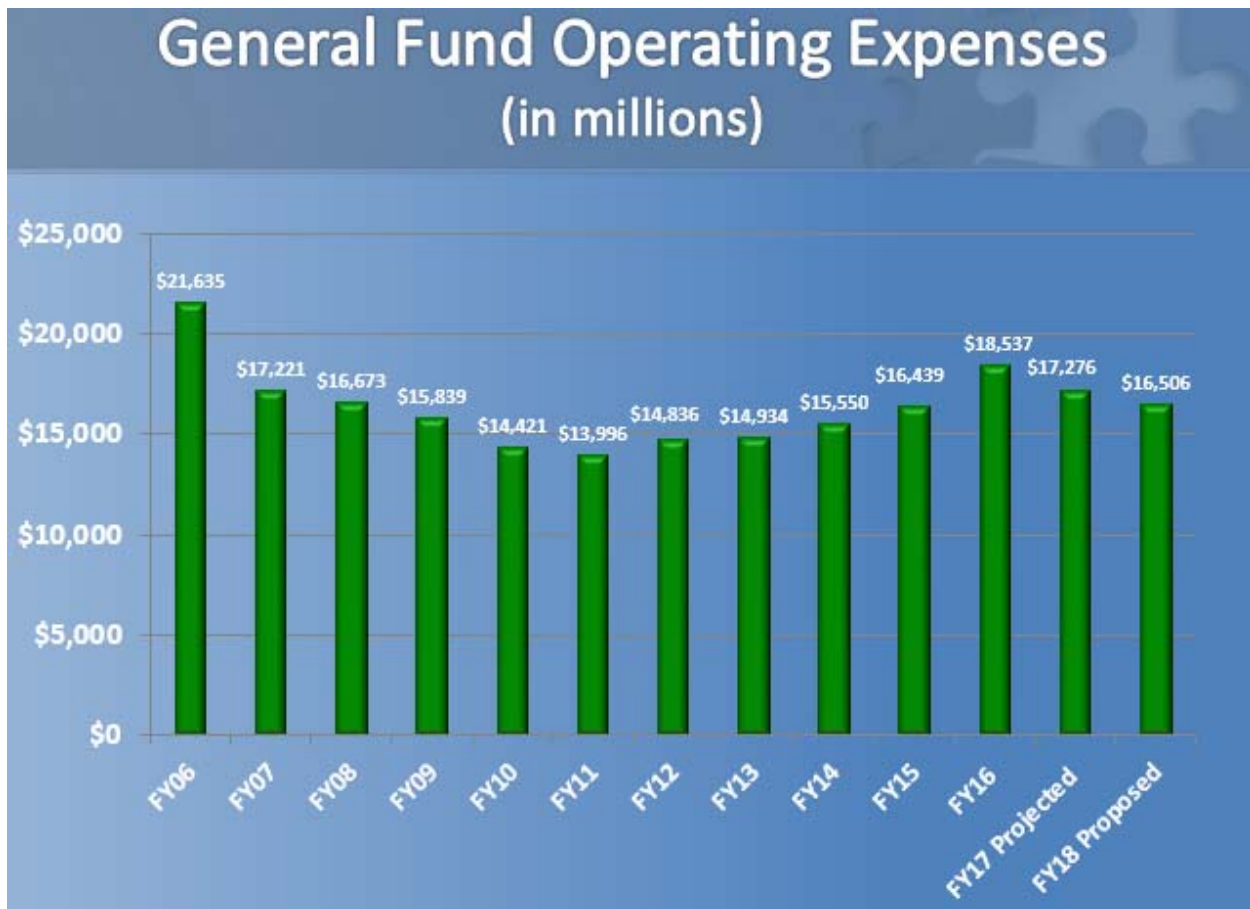
Within the last five years the economy has continued to improve. The Town is experiencing the impact of the increased taxable values, some increases in revenue streams offset by other major revenue decreases and the increasing cost of operations.

The total revenues available for allocation in FY18 Proposed Budget is \$16,505,951 which represents an increase of \$718,350 or 4.6% as compared to the current year adopted budget. This increase is primarily due to taxable value increase effect on Ad Valorem Property Tax (\$460,000), a proposed millage increase of .0165 mills (\$47,000), Utility Services Tax (\$197,000) and various other revenue estimates including franchise fees.

The revenue estimates for State Revenue Sharing, and Half-Cent Sales Tax are essentially flat, while the Communication Services Tax continues to decrease rapidly, being projected to be about \$200,000 less than the prior year.

II. EXPENSES/SIGNIFICANT BUDGET CHANGES

As compared to FY 2016-17 Projected Expenses **excluding** \$1.40 million in carryover funds for litigation fees and reserve (\$624,000), beautification projects and parks improvements (\$362,300), employee retention and training (\$158,300), miscellaneous projects (\$134,000) and reserves (\$121,400), FY18 Proposed Expense Budget reflects an increase of approximately \$630,000 or 4%. Significant changes affecting the Proposed Budget are described below:

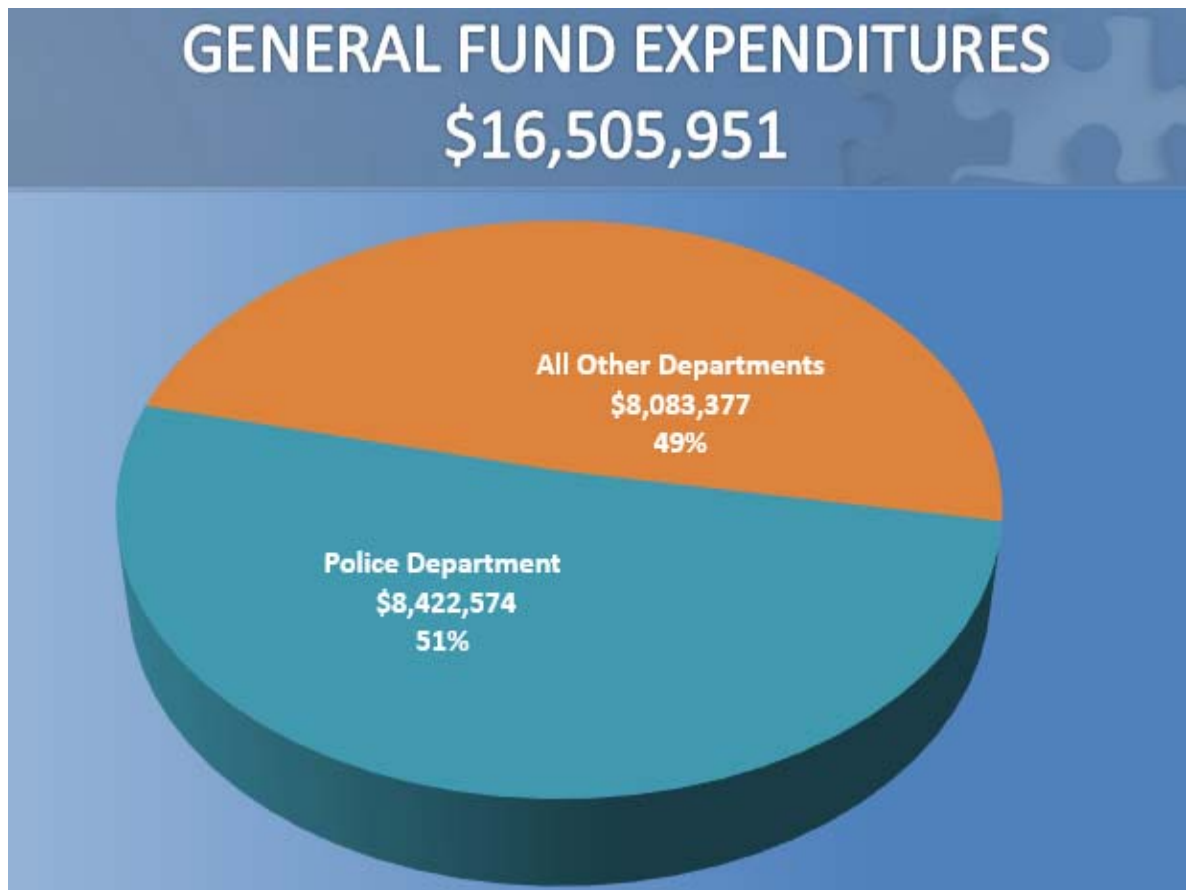


- **Merit and Cost of Living Increases** - Salary surveys indicate that we are not staying competitive with our peers. As a result, an Employee Retention Plan was developed, elements of which includes a 2% across the board cost of living adjustment effective March 2018 for approximately \$52,000.
- **Staffing** - The General Fund Budget includes thirty-one full-time, four part-time, eight seasonal and seven part-time seasonal positions. As compared to the current year's staff complement, we have converted a part-time contractual (ICA) Code Officer position to a full-time employee Code Supervisor; partially fund the Code Manager position in the Building Department Fund; and converted the Business Operations Supervisor and Planning Technician positions to independent contractors (ICA). The net effect of these changes to the General Fund is a decrease of 1.5 full time equivalency.

In keeping with the business model of the Town, we continue to maintain a small professional staff with core competencies in specialized areas and contract out many of the service delivery functions when it provides long-term savings to do so.

- **FRS Contribution** – The Florida Retirement System employer contribution rate increased slightly from 7.52% to 7.92% for regular employees as of July 1, 2017. The rate increase has no significant impact to the Budget. (15,300)
- **Group Health Insurance** – Based on prior years' trend, we are anticipating a 12% increase in group health insurance premium. In keeping with the Employee Retention Program, the Town has implemented various wellness activities with the goal of reducing health care premium cost and improving morale. (\$37,250)
- **Election Cost**– Funding is provided for the cost of piggy-backing on the County's general election for Seat 3. (\$15,000)
- **Police Services** – The Police Department's Budget which includes contracted police patrol services and the school crossing guards represents 51% of the Town's total General Fund Budget, and an overall increase of approximately \$710,000 or 10%. This is primarily a result of the union negotiated agreement for Miami Dade Police Department that are passed through to the Town, as well as full funding of two additional officers that were approved for hire in the latter part of FY 2017. The increased cost of the base police patrol services contract is \$469,000, and the increase due to the two additional officers added in the FY 17 budget is \$261,000.

The charts below depict the percentage of the Police Department Budget compared to the total General Fund Budget, and a Summary of Net Change for Patrol Services:



DESCRIPTION	FY 2017 ADOPTED BUDGET	FY 2018 PROPOSED BUDGET	NET CHANGE	
Salaries	\$4,167,216	\$4,462,451	\$295,235	7%
Overtime	350,000	408,000	58,000	17%
Social Security	258,367	275,252	16,885	7%
Retirement	946,034	1,053,719	107,685	11%
Group Health Insurance	567,817	637,500	69,683	12%
Other fringe benefits	91,660	137,949	46,289	51%
Total Personnel Services	6,381,095	6,974,871	593,776	9%
Fleet Maintenance and Operations	474,820	541,036	66,216	14%
Insurance	226,035	282,900	56,865	25%
County Overhead Amount	422,792	435,193	12,401	3%
Total	\$7,504,742	\$8,234,000	\$729,258	10%

- **Tree Trimming Contractual Services** – The budget provides for the anticipated increase in tree trimming contract to increase the level of service to trim palms once a year and to provide aesthetics trimming along the major corridors on an annual basis as well. This will result in an increase of approximately \$60,000 for next year.
- **Inter-fund Reimbursements** – During the normal course of business, the General Fund provides administrative, legal, accounting and technical support to the Building Department and Stormwater Utility. As such, these proprietary funds will reimburse the General Fund at 10% of total cost for services provided. (Building Department \$175,000 and Stormwater Utility \$123,000)
- **Committees** - The Committees' total budgets are proposed at \$227,850, an increase of \$16,100 as requested by the following Committees: Cultural Affairs -\$250; Economic Development \$4,000; Elderly Affairs \$1,000; Neighborhood Improvement \$6,350; Public Safety \$600; Veterans' Committee \$400 and Youth Activity Task Force \$4,000. Justification for their budgets were presented at the 2nd Budget Workshop on July 11, 2017.
- **Transfers** - The Proposed General Fund Budget does not include any transfers for one-time expenses or capital projects at this point.

III. FUND BALANCE

In accordance with the Town's audited financials as reported in the FY 2015-16 Comprehensive Annual Financial Report (CAFR), the General Fund unassigned fund balance at the beginning of FY 2016-17 was \$4,553,946. Of this amount, \$269,616 represents the opening balance for the Building Department Fund which was created at the beginning of the year. During the year, Council approved transfers from the General Fund balance totaling \$1,399,523: these include a reserve for Legal Fees (\$624,000), Parks improvements and beautification projects (\$362,300); employee retention plan and training (\$158,300), projects that were not completed in the prior year (\$133,480) and an unassigned surplus (\$121,443). This reduced the fund balance to \$2,884,807.

At the end of the current year, operations are estimated to result in a surplus of approximately \$160,000, thus increasing the Fund Balance to \$3,045,000. Of this amount, \$2,475,000 or 15% of the FY 2017-18 Proposed General Fund Operating Budget is required to remain as a Reserve which leaves the Town with an undesignated or unrestricted reserve of \$570,000.

IV. UNFUNDED NEEDS/UNADDRESSED ITEMS

The FY 2017-18 Proposed General Fund Budget does not include funding for various projects and initiatives identified as priorities or are necessary for operational purposes.

- **West Lakes Neighborhood Reforestation Program \$100,000** – The Beautification Master Plan has identified trees per street for reforestation in the West Lakes neighborhood for a total of \$500,000 phased over a 5-year period. Funds were appropriated in FY17 for the removal and replacement of 1/5 of the canopy. Additional funding is required at \$100,000 each year over the next 4 years to complete the program.
- **Healthy Miami Lakes Master Plan \$25,000** - One of the goals of the 2025- Strategic Master Plan is to improve the health and vitality of residents of all ages through sports and wellness. Funding is required to contract with a consultant to develop a master plan for the entire community to include seniors, special needs and young adults.
- **Smart Cities Strategic Road Map \$25,000** – A goal of the 2025 Strategic Master Plan is for the Town to achieve national recognition as a model town for creativity, education, innovation and use of technology. The Town Council agrees by way of Resolution 17-1441 approved in May 2017 that it is in the best interest of the Town to pursue and develop a Smart Cities Strategic Road Map that will allow the Town to develop policy, and identify potential public and private funding opportunities for these initiatives. Funds are required to contract with a consultant to develop this road map.
- **Facilities Renewal and Replacement Plan \$125,000 (annually)** – With the construction of the new facilities and improvements to parks facilities and structures, staff has developed a renewal and replacement work plan to fund a long-term renewal and replacement schedule for major repairs and enhancements. If we implement this program, funding will be required annually.

Conclusion

We are pleased to present a structurally balanced budget that adequately provides for the operational needs of the Town with very minimal increase to the millage rate. Notwithstanding, the cost of doing business continues to increase, public safety, healthcare, construction and maintenance services continue to rise, and the Town's capital infrastructure must be maintained and improved. There are challenges expected in the coming years and we will need to foster a climate that promotes economic development as well as explore new revenue initiatives beyond ad valorem to be able to accomplish the goals set forth by the 2025 Strategic Plan. As such, we remain committed to managing our resources in a financially stable manner and continue to offer exceptional quality of service to our residents.

TOWN OF MIAMI LAKES

Positions by Department

	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Comments
Mayor and Town Council						
<i>Full Time</i>						
Assistant to the Mayor	1	1	1	1	1	
Assistant to the Council/Deputy Town Clerk	1	1	1	1	1	
FT Sub-Total	2	2	2	2	2	
Town Clerk						
<i>Full Time</i>						
Town Clerk	1	1	1	1	1	
FT Sub-Total	1	1	1	1	1	
<i>Part Time</i>						
Sound Engineer	0	0	0	0	0	
Deputy Town Clerk	0	1	0	0	0	
PT Sub-Total	0	1	0	0	0	
Town Administration						
<i>Full Time</i>						
Town Manager	1	1	1	1	1	
Director of Administration	0.5	0.5	1	1	1	
Finance Director	1	1	1	1	1	
Administration Services Manager	1	1	1	1	1	Position reclassified from Procurement Specialist
Comptroller/Senior Accountant	1	1	1	1	1	
Budget Manager	1	1	1	1	1	
Accountant	1	1	1	1	1	
Secretary/Receptionist	2	2	1	1	1	
Procurement Manager	1	1	1	1	1	
Assistant to the Town Manager	1	1	1	1	1	
Accounting Technician	0	0	0	1	1	
Grantswriter	1	1	1	1	1	
FT Sub-Total	11.5	11.5	11	12	12	
<i>Part Time</i>						
HR Specialist	1	1	1	1	1	
Senior Accountant	1	0	0	0	0	
Accounting Technician	0	0	1	0	0	
Receptionist	0	0	0	1	1	
PT Sub-Total	2	1	2	2	2	
<i>Seasonal</i>						
Interns	2	1	1	1	1	
Seasonal Sub-Total	2	1	1	1	1	
Building and Zoning						
<i>Full Time</i>						
Building Official	1	1	1	0	0	
Chief Building Inspector	1	1	1	0	0	
Senior Building Inspector	0	1	1	0	0	
Permit Clerk Supervisor	1	1	1	0	0	
Permit Clerk	3	3	3	0	0	
Facilities Maintenance Coordinator	1	1	1	0	0	
Records Management - Scanning	1	1	1	0	0	
FT Sub-Total	8	9	9	0	0	

TOWN OF MIAMI LAKES

Positions by Department

	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Comments
Part Time						
Zoning Official	1	1	1	2	2	
Permit Clerk	0	1	0	0	0	
PT Sub-Total	1	2	1	2	2	
Neighborhood Services/Code Compliance						
Full Time						
Director of Administration	0.5	0.5	0	0	0	
Code Compliance Manager	1	1	1	1	0.5	Partially funded in Building Department
Code Compliance Supervisor	0	0	0	0	1	Part-time ICA converted to full-time employee
FT Sub-Total	1.5	1.5	1	1	1.5	
Planning						
Full Time						
Planning Director	1	1	1	1	1	
Planning Technician	1	1	1	1	0	Position converted to ICA
FT Sub-Total	2	2	2	2	1	
Community Services						
Full Time						
Chief of Operations	1	1	0.5	0.5	0.5	Partially funded in Public Works
Greenspace Maintenance Supervisor	1	1	1	1	1	
Arborist/Field Inspector	0	0	1	1	1	
Community & Leisure Services Coordinator	1	1	0	0	0	
Business Operations Supervisor	0	0	1	1	0	Position converted to ICA
Parks & Athletics Manager	1	1	1	1	1	
Leisure Services Specialist	1	1	1	1	1	
Leisure Services Specialist/Office Specialist	1	1	1	1	1	
FT Sub-Total	6	6	6.5	6.5	5.5	
Part Time						
Leisure Services Specialist	2	2	2	0	0	
PT Sub-Total	2	2	2	0	0	
Part Time/Seasonal						
Crossing Guards	0	7	7	7	7	
PT/Seasonal Sub-Total	0	7	7	7	7	
Community Engagement and Outreach						
Community Engagement & Outreach Director	0	0	1	1	1	
Leisure Services Manager	1	1	1	1	1	
Community Engagement & Outreach Manager	0	0	1	1	1	
Committee and Special Events Coordinator	1	1	1	1	1	
Programs Coordinator	1	1	1	1	1	
Programs Coordinator	0	0	1	1	1	
Recreation Specialist	0	0	0	1	1	
FT Sub-Total	3	3	6	7	7	

TOWN OF MIAMI LAKES

Positions by Department

	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Comments
Seasonal						
Class Instructors	6	6	8	8	8	
Interns	2	1	0	0	0	
Seasonal Sub-Total	8	7	8	8	8	
Public Works and Capital Improvements						
Full Time						
Chief of Operations	0	0	0.5	0.5	0.5	Position partially funded in Community Services
Public Works Director	1	1	0.5	0.5	0.5	Position partially funded in Stormwater
Landscape Supervisor	1	0	0	0	0	
FT Sub-Total	2	1	1	1	1	
Part Time						
Public Works Senior Designer	1	0	0	0	0	
PT Sub-Total	1	0	0	0	0	
GENERAL FUND SUMMARY	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Full time	37	37	40	32.5	31	
Part time	6	6	5	4	4	
Seasonal	8	7	8	8	8	
Part Time/Seasonal	0	7	7	7	7	

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Revenue by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 AMENDED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	COMMENTS
<u>Ad Valorem Taxes</u>					
Current Ad Valorem Taxes	\$ 5,510,783	\$ 6,234,000	\$ 5,769,839	\$ 6,694,057	Based on estimated tax roll of \$2.9 billion at the current tax rate of 2.3353 @95%
Current Ad Valorem Taxes - Pers. Prop.	361,816	-	397,043	-	Included in estimate above
AV Tax Sales & Other taxes		-	-	\$ 47,297	Back to prior year's millage of 2.3518
Delinquent Ad Valorem Taxes	95,217	-	95,754	-	
Sub-total: Taxes	\$ 5,967,817	\$ 6,234,000	\$ 6,262,635	\$ 6,741,354	
<u>Franchise Fees</u>					
Franchise Fees - Electricity	\$ 1,179,362	\$ 1,200,000	\$ 1,200,000	\$ 1,250,000	Based on FY 17 Projected Revenues
Sub-total: Franchise Fees	\$ 1,179,362	\$ 1,200,000	\$ 1,200,000	\$ 1,250,000	
<u>Utility Service Tax</u>					
Utility Service Tax - Electricity	\$ 2,492,707	\$ 2,480,000	\$ 2,625,129	\$ 2,809,213	Net of Debt Service Payment of \$370,000
Utility Service Tax - Water	384,834	400,000	414,761	425,000	Based on prior year's trends
Utility Service Tax - Gas	79,781	70,000	71,280	75,000	Based on prior year's trends
Sub-total: Utility Services Tax	\$ 2,957,322	\$ 2,950,000	\$ 3,111,170	\$ 3,309,213	
<u>Intergovernmental Revenues</u>					
Communications Service Tax	\$ 1,245,617	\$ 1,251,551	\$ 1,120,945	\$ 1,050,000	Based on state revenue estimates. Reduction due to settlement with ATT.
State Revenue Sharing	760,988	825,000	768,066	810,000	Based on state revenue estimates
Alcoholic Beverage License	17,701	18,000	18,000	18,000	Based on prior year's trends
Grants - Byrne Grant	8,431	3,600	9,257	3,600	Pending grant agreement with County
Grants - VARIOUS	38,500	-	-	25,000	Pending grant for Healthy Miami Lakes
Half-cent Sales Tax	2,310,264	2,400,000	2,337,191	2,380,000	Based on state revenue estimates
Sub-total: Intergovernmental	\$ 4,381,501	\$ 4,498,151	\$ 4,253,459	\$ 4,286,600	
<u>Permits & Fees</u>					
Building Permits - Technology Fee	\$ 159,583	\$ -	\$ -	\$ -	Moved to Building Fund
Building Permits - Lost Plans	9,739	-	-	-	Moved to Building Fund
Building Permits	1,207,873	-	-	-	Moved to Building Fund
Building Permits - Violation Fee	65,225	-	-	-	Moved to Building Fund
<u>Building Department Revenues:</u>	1,442,419	-	-	-	
Local Business Licenses: TOML	109,769	110,000	94,118	120,000	Based on prior year's trends
Local Business Licenses: County	37,219	37,000	38,583	40,000	Based on prior year's trends
False Alarm Fees	82,567	65,000	64,006	65,000	Based on prior year's trends
Zoning Hearings	16,779	16,000	11,350	14,000	Based on prior year's trends
Administrative Site Plan Review	1,050	1,500	300	1,000	Based on prior year's trends
Zoning Letters	4,950	3,000	5,750	5,000	Based on prior year's trends
Zoning Fees	116,957	134,750	120,315	125,000	Based on prior year's trends

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Revenue by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 AMENDED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	COMMENTS
Staff Costs	5,486	1,500	6,977	5,000	Based on prior year's trends
Fine Violation Interest	23,328	15,000	44,459	30,000	Based on prior year's trends
Administrative Variances	350	-	-	-	Based on prior year's trends
<u>Planning Department Revenues:</u>	398,456	383,750	385,858	405,000	
Public Works Permits	38,384	35,000	63,069	65,000	Based on prior year's trends
Sub-total: Permits & Fees	\$ 1,879,259	\$ 418,750	\$ 448,927	\$ 470,000	
<u>Fines & Forfeitures</u>					
Police Traffic Fines	25,892	40,000	26,001	25,000	Based on prior year's trends
Police - L.E.T.F.	-	3,500	3,043	-	Based on prior year's trends
Public School Crossing Guards	36,278	35,000	35,591	35,000	Based on prior year's trends
Code Violation Fines	142,184	75,000	135,949	125,000	Based on prior year's trends
Lien Amnesty	67,329	-	-	-	Program terminated
Police Parking Fines	12,371	20,000	9,316	15,000	Based on prior year's trends
Sub-total: Fines & Forfeitures	\$ 284,054	\$ 173,500	\$ 209,901	\$ 200,000	
<u>Miscellaneous Revenues</u>					
Interest Income	\$ 22,703	\$ 35,000	\$ 28,000	\$ 32,000	Interest earnings allocated by Fund type, expected total \$150,000
Other Charges & Fees - Clerk's	8,954	2,000	3,038	3,000	Based on prior year's trends
Lobbyist Registration	4,125	2,000	6,000	2,000	Based on prior year's trends
Park - Services & Rental Fees	83,696	60,000	105,000	118,000	Based on first year estimate
Revenue Sharing Programs	40,668	40,000	35,000	35,000	Per revenue sharing agreement with provider
Lien Inquiry Letters	38,300	36,000	34,477	36,000	Based on prior year's trends
FDOT - Landscape Maintenance	5,784	5,784	5,784	5,784	Pursuant to State agreement
Contributions and Donations	1,885,499	31,298	26,000	16,000	Anticipated Donations for Committees (\$10,000), State of the Town Address (\$5,000) and Toy Drive (\$1,000)
Miscellaneous Revenues - Other	7,761	5,000	113	1,000	Based on prior year's trends
Sub-total: Miscellaneous Revenues	\$ 2,097,490	\$ 217,082	\$ 243,412	\$ 248,784	
<u>Interfund & Equity Transfers</u>					
Prior Year Carry Over Funds	-	1,399,523	1,399,523	-	FY17 includes carryover funds for Legal Fees (\$624,000), Beautification projects (\$200,000), Parks improvements (\$162,300), Employee retention (\$100,000), Educational Travel and Media Training (\$58,300), miscellaneous projects (\$133,480) and unassigned surplus (\$121,443)
Interfund transfers from Special Revenue Fund	-	-	174,490	-	FY17 Transfer from PTP 20% Transit as per 2016 CITT Audit
Interfund transfers from Capital Projects	-	111,416	111,416	-	FY17 Reversal of carryforward funding for generator and enclosure back to the General Fund.
Appropriation from RESERVED Fund Balance	-	-	-	-	
Sub-total: Contributions	\$ -	\$ 1,510,939	\$ 1,685,429	\$ -	
Total Income: General Fund	\$ 18,746,804	\$ 17,202,422	\$ 17,414,933	\$ 16,505,951	

**TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET**

GENERAL FUND

Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
GENERAL FUND EXPENDITURES					
TOWN COUNCIL AND MAYOR					
EXECUTIVE SALARIES- MAYOR	\$18,139	\$18,000	\$18,000	\$18,000	Current Salary and Wages
REGULAR SALARIES	\$73,385	\$80,000	\$74,731	\$80,000	Includes Administrative Assistant to Mayor and Administrative Assistant to Town Council
OVERTIME	\$0	\$0	\$2,000	\$3,000	Overtime as needed
PAYROLL TAXES	\$13,052	\$13,500	\$14,210	\$14,668	Calculated based on 7.65% of salary
FRS CONTRIBUTIONS	\$8,249	\$7,370	\$7,050	\$7,762	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$73,804	\$77,843	\$77,648	\$82,894	Includes medical, dental, vision and life for Town Council, Assistant to Mayor and Assistant to Council
HEALTH INSURANCE MAYOR	\$1,987	\$10,023	\$16,574	\$19,273	Includes medical, dental, vision for Mayor
WIRELESS STIPEND	\$963	\$960	\$960	\$960	Stipend for Mayor's assistant and Council assistant (\$40/month, each)
TRAVEL & PER DIEM	\$9,146	\$10,500	\$10,500	\$12,000	Transportation, hotel accommodation and meals for Mayor/Council attendance to conferences. (\$1,500 per Council member)
CAR ALLOWANCE -MAYOR	\$7,255	\$7,200	\$7,200	\$7,200	Allowance of \$600/mo
CAR ALLOWANCE -COUNCIL	\$36,277	\$36,000	\$36,000	\$36,000	Allowance of \$500/mo each
EXP ALLOWANCE MAYOR & COUNCIL	\$49,143	\$50,000	\$49,556	\$50,544	Adjusted by CPI (estimated 2.0%) as per Charter
CELL PHONES	\$5,472	\$6,720	\$5,084	\$5,460	Data plan 7 iPads \$40/mth, 7 cell phones avg
PRINTING & BINDING	\$253	\$200	\$200	\$1,000	Business cards for Mayor & Councilmembers
STATE OF TOWN ADDRESS	\$5,058	\$6,000	\$2,500	\$5,000	Donations anticipated to offset State of the Town Address expenses.
TOY DRIVE	\$1,025	\$1,000	\$1,000	\$1,000	Expenses offset by donations
VOLUNTEER APPRECIATION	\$0	\$1,500	\$1,500	\$0	
COUNCIL DISCRETIONARY FUND	\$0	\$0	\$0	\$700	Misc discretionary activities as approved by Council
COUNCIL UNIFORMS	\$299	\$360	\$360	\$360	Includes 1 each shirt @ \$40
MEETING SET UP	\$90	\$300	\$300	\$300	Miscellaneous set-up costs for meetings
COUNCIL AWARDS	\$1,143	\$1,250	\$1,000	\$1,250	Includes awards, proclamations and framing
MEMBERSHIPS SUBSCRIPTIONS	\$14,415	\$9,100	\$9,100	\$12,808	Florida League of Cities (\$3,608), MDC League of Cities (\$3,000), US Conference of Mayors (\$3,500), National League of Cities (\$2,000), MDC Monthly Meetings (\$600), Int'l Council of Shopping Center (\$100)
EDUCATION & TRAINING	\$2,920	\$7,800	\$7,800	\$7,800	Registration at conferences and training including US Conference of Mayors, Florida League of Cities Conference, National League of Cities Leadership Summit and Congressional City Conference, MDC League of Cities Best Practices Meeting, etc.
SMALL EQUIPMENT	\$1,380	\$0	\$1,136	\$0	FY17 Ipad for Councilmember
TOTAL TOWN COUNCIL EXPENDITURES:	\$323,930	\$345,626	\$344,409	\$367,979	
TOWN CLERK					
REGULAR SALARIES	\$70,539	\$70,700	\$70,754	\$71,400	Current Salary and Wages
PAYROLL TAXES	\$6,029	\$5,355	\$5,413	\$5,462	Calculated based on 7.65% of salary
FRS CONTRIBUTIONS	\$5,124	\$5,264	\$5,386	\$5,655	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$9,024	\$10,148	\$8,400	\$8,588	Includes medical, dental, vision and life
WIRELESS STIPEND	\$484	\$480	\$480	\$480	Cell phone allowance for Clerk
PROFESSIONAL SERVICES	\$13,990	\$5,000	\$0	\$0	Consulting services as needed
TOWN CLERK AGENDA MANAGER	\$19,640	\$23,200	\$23,135	\$25,165	Novus Agenda support for Council Meetings (\$5,300), Webcasting (\$10,740), On demand captioning (\$3,600), additional meetings (\$2,625), Interpreter services (\$2,900)
TOWN CLERK DATA SERVICE	\$433	\$480	\$480	\$480	iPad data plan for Town Clerk (\$40/month)
RENTALS AND LEASES	\$1,852	\$2,100	\$2,142	\$2,220	Outside storage facility for Town Clerk
TOWN CLERK CODIFICATION	\$5,826	\$11,000	\$7,500	\$11,000	Assumes codification of one ordinance per meeting (\$1,000/ordinance)

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
TOWN CLERK LEGAL ADVERTISING	\$13,540	\$20,000	\$23,280	\$20,000	Advertisement of ordinances, budget hearings, land development code issues, and committee meetings
ADMINISTRATIVE SUPPORT	\$0	\$1,000	\$0	\$1,000	To cover for vacations
TOWN CLERK ELECTION COSTS	\$46,992	\$66,800	\$66,790	\$15,000	FY18 - General Election for Seat 3. FY17 includes General elections for 4 seats and Run-Off Elections.
UNIFORMS	\$50	\$50	\$50	\$0	Assumes one shirt per year. Moved to
SOFTWARE LICENSES	\$1,860	\$1,920	\$1,920	\$2,330	License renewal for Public Records Request (\$1,920) and Candidate Financing Reporting (\$410)
CLERK EDUCATION AND TRAINING	\$297	\$800	\$760	\$800	Florida Association of City Clerks & International Institute of Municipal Clerks memberships required to maintain certification (\$350). Notary public license for Deputy Clerk (\$250) and Ethics Training (\$200).
TOTAL TOWN CLERK EXPENDITURES:	\$195,678	\$224,297	\$216,489	\$169,580	
TOWN ATTORNEY					
GENERAL LEGAL	\$150,000	\$150,000	\$150,000	\$150,000	Based on monthly rate \$12,500
ROUTINE LITIGATION RESERVE	\$26,322	\$109,000	\$109,000	\$80,000	All litigation expenses by Town Attorney (\$80,000)
M. PIZZI LITIGATION	\$207,863	\$150,000	\$150,000	\$0	FY17 includes Town's defense for M. Pizzi reimbursement claims
CHARTER REVIEW COMMISSION	\$26,360	\$0	\$0	\$0	
TOTAL TOWN ATTORNEY EXPENDITURES:	\$410,545	\$409,000	\$409,000	\$230,000	
TOWN ADMINISTRATION					
REGULAR SALARIES	\$995,502	\$851,324	\$829,386	\$743,945	Salaries for administrative staff
COMPENSATED ABSENCES	-\$29,257	\$0	\$0	\$0	No FY18 budget
XFER SRF TRANSIT 5% ADM	-\$12,093	\$0	\$0	\$0	Accounted for in salaries
XFER CPF TRANSP 5% ADM	-\$48,373	\$0	\$0	\$0	Accounted for in salaries
EMPLOYEE BONUSES/COLA	\$0	\$0	\$0	\$52,328	2% COLA effective March 2018 for all General Fund employees
ADM OVERTIME	\$3,511	\$2,000	\$2,734	\$3,000	Overtime as needed
PAYROLL TAXES	\$72,908	\$70,796	\$73,339	\$79,355	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$86,580	\$90,728	\$94,512	\$101,571	Rate increase from 7.52% to 7.92% thru Jul '18
ICMA 457 PL	\$18,973	\$21,512	\$19,164	\$21,512	Town Manager's benefits per agreement and Drop Plan
HEALTH & LIFE INSURANCE	\$115,788	\$149,783	\$133,523	\$145,760	Includes medical, dental, vision and life
WIRELESS STIPEND	\$857	\$960	\$960	\$1,440	Allowance for Asst Town Manager, Asst to Town Manager and Admin Services Manager
ADM UNEMPLOYMENT CLAIMS	\$1,066	\$2,000	\$0	\$0	Anticipated unemployment filings
PROFESSIONAL SERVICES	\$38,010	\$40,400	\$42,900	\$10,000	Funding for professional consulting services as needed
INTERGOVERNMENTAL (LOBBYIST)	\$48,000	\$48,000	\$48,000	\$48,000	Lobbyist services
ACCOUNTING & PAYROLL	\$22,083	\$23,665	\$23,160	\$23,664	Based on contract with ADP - includes upgrades for employee self service and time and attendance tracking
INDEPENDENT AUDIT	\$47,700	\$42,175	\$42,000	\$51,000	Regular audit including Single Audit for grant funds
ADM HEALTH SPENDING ACCT/WELLN	\$9,343	\$15,500	\$15,500	\$10,000	Wellness activities to reduce health care premium cost
ADM BACKGROUND CHECKS	\$1,053	\$1,500	\$1,200	\$1,500	Assumes same level of background checks and drug screening for new employees
ADM - TRAVEL & PER DIEM	\$11,283	\$10,000	\$10,000	\$10,000	Educational travel for staff development
CAR ALLOWANCE	\$6,000	\$6,000	\$6,000	\$6,000	Per Town Manager's contract
TELEPHONE SERVICES	\$11,424	\$0	\$0	\$0	-
TELEPHONE - CELLULAR	\$886	\$580	\$611	\$580	iPad data service for Town Manager

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
ADM - POSTAGE & DELIVERY	\$11,143	\$19,000	\$18,600	\$19,000	Includes rental of postage machine & supplies (\$2,000), courier services (\$1,000) and postage (\$16,000)
ADM - COPIER LEASE	\$15,741	\$16,500	\$15,791	\$16,270	Rental of Toshiba copy machines and supplies
ADM - INSURANCE	\$226,775	\$215,326	\$216,288	\$218,235	Policy for property insurance and workers compensation.
ADM - PRINTING & BINDING	\$1,754	\$1,500	\$1,500	\$1,500	Business cards, flyers, Town maps, etc.
ADM TOWN BRANDING & STRATEGIC PLAN	\$8,084	\$67,105	\$67,105	\$16,000	Ongoing branding initiatives including Mailer for Strategic Plan (\$6,500), Town Guide (\$2,000), and Facebook Promo Campaign (\$1,500), new banner on street poles and street signs (\$6,000)
ADM ADVERTISEMENT RECRUITMENT	\$605	\$1,000	\$1,000	\$1,500	Advertsing of Town employment and internship opportunities
CLERICAL/ADMINISTRATIVE SUPPORT	\$3,490	\$5,000	\$7,415	\$5,000	Temporary support to cover vacations.
INVESTMENT ADVISORY SERVICE	\$5,737	\$7,000	\$7,000	\$7,000	Investment Advisory services
FINANCIAL INSTITUTION FEES	\$8,169	\$9,000	\$10,109	\$12,000	Bank transaction fees
CREDIT CARD FEES	\$455	\$0	\$500	\$0	Administration's portion of credit card fees.
HURRICANE EXPENSES	\$16,774	\$9,160	\$0	\$2,500	Supplies for hurricane preparedness
ADM - OFFICE SUPPLIES	\$22,628	\$29,600	\$25,000	\$30,000	Office supplies including holiday decorations
UNIFORMS	\$617	\$600	\$600	\$2,600	1 shirt @ \$40 each for all General Fund employees
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$5,716	\$5,500	\$10,669	\$6,100	Includes MDCCMA, NIGP, SEFL NIGP, GASB, FGFOA, Costco, PWDA, CQ, ICMA Retirement \$1,000 and other memberships/publications.
EDUCATION & TRAINING	\$13,595	\$50,000	\$50,000	\$10,000	Includes regular training and ADA & Safety Training for staff. FY17 includes Media strategy implementation and training
ADM-FURNITURE/EQUIP NON-CAP	\$805	\$1,000	\$1,000	\$1,000	Miscellaneous non-capital equipment, as needed
JB-TOTAL ADMINISTRATION EXPENDITURES	\$1,854,637	\$1,814,215	\$1,775,596	\$1,658,360	
INFORMATION SYSTEMS					
IT CORE SERVICE SUPPORT	\$109,200	\$110,000	\$119,200	\$114,660	Contract with Gomez Technology
WEB SUPPORT	\$7,290	\$8,400	\$7,400	\$14,800	Contract with Xomatech for hosting (\$2,400), ongoing website enhancements and mobile and ADA compliance (\$12,400)
VOICE SUPPORT	\$27,114	\$25,000	\$24,923	\$25,000	Phone (VoIP) and network security contract with AIP. (New phone system monthly expense)
INTERNET SERVICES	\$18,872	\$15,600	\$14,460	\$14,460	Primary and back up Internet service for Government Center
RENTALS AND LEASES	\$0	\$3,000	\$2,250	\$0	Co-Lo offsite storage space, bandwidth and power
TRAINING	\$0	\$5,000	\$0	\$5,000	Cyber security awareness training
INFRASTRUCTURE - IT	\$13,177	\$40,000	\$40,000	\$45,000	Per IT Replacement Plan - new phone system (\$16,000) replace servers (\$16,000) and laptops, workstations, network storage, peripherals, cabling, battery back up and accessories (\$13,000).
MACHINERY & EQUIPMENT	\$9,261	\$0	\$0	\$0	-
TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$7,500	\$0	\$5,000	\$7,500	Munis upgrade - Transparency module
COMPUTER SOFTWARE LICENSES	\$69,383	\$117,866	\$106,161	\$112,888	Annual licenses: Dell server warranty (\$14,510), financial management system (\$25,163), park reservation (\$8,000), GIS (\$8,300), Document Management System (\$7,120), Citizen Response System (\$11,570), Microsoft licensing (\$21,200), and various network and security licenses.
SUB-TOTAL INFORMATION SYSTEMS:	\$261,797	\$324,866	\$319,394	\$339,308	

**TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND**

Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
ADMINISTRATION - TRANSFERS					
RESERVE FOR FUTURE DONATIONS	\$0	\$10,000	\$0	\$10,000	-
TRANSFER OUT - CIP PARKS	\$0	\$484,172	\$484,172	\$0	Transfer to be done from carry-over funds for West Lakes reforestation Phase II of V (\$100,000)
TRANSFER TO SPECIAL REVENUE FUND	\$176,384	\$11,416	\$11,416	\$0	FY17 Transfer for Black Olive removal program.
TRANSFER TO FACILITIES MAINTENANCE FUND	\$0	\$167,081	\$198,327	\$188,550	Administration's portion of Town Hall building expenses @ 60% of total cost
SUB-TOTAL ADMINISTRATION TRANSFERS:	\$1,727,223	\$672,669	\$693,915	\$198,550	
TOTAL ADMINISTRATION EXPENDITURES:	\$3,843,657	\$2,811,750	\$2,788,906	\$2,196,218	
POLICE					
POL - PATROL SERVICES	\$6,455,800	\$6,977,852	\$7,320,527	\$7,826,000	Increase primarily due to fully funding 2 additional officers that were partially funded in FY17 (\$140,000), 5% increase in total salaries (\$155,000), social security (\$17,000), retirement (\$108,000), group health (\$70,000), fringe (\$46,000), vehicle operations (\$66,000), total insurance cost (\$57,000) and overhead (\$12,000)
POLICE OVERTIME	\$278,778	\$350,000	\$337,736	\$408,000	Overtime as required. Increase of (58,000 or 17%).
RETRO ACTIVE SALARY & BENEFITS	\$0	\$176,890	\$0	\$0	FY17 PBA Settlement of 4% COLA
PROSECUTION-CRIMINAL VIOLATION	\$0	\$200	\$100	\$200	Ordinance violation review
TELEPHONE- DEDICATED LINES	\$1,636	\$2,400	\$2,243	\$2,400	Includes 8 phones for command officers and undercover operations
POLICE COPIER COSTS	\$1,630	\$2,500	\$1,891	\$2,500	Toshiba copier lease
VEHICLE REPAIR AND MAINTENANCE	\$12,803	\$3,000	\$3,000	\$3,000	Smart sign maintenance
POLICE - MISC. EXPENSE	\$566	\$500	\$500	\$500	Auto tag renewal and miscellaneous items as needed for public safety
POLICE OFFICE SUPPLIES	\$5,023	\$3,500	\$3,500	\$3,500	Office Supplies including business cards
OPERATING SUPPLIES	\$1,579	\$3,000	\$3,000	\$3,000	Special Department supplies including bicycles, repair parts, cameras
POLICE UNIFORMS	\$2,602	\$4,000	\$3,000	\$4,000	Patches, motor wings, etc
POLICE - FUEL COSTS	\$345	\$1,000	\$500	\$1,000	Fuel as needed for transport of smart signs
MEMBERSHIPS AND SUBSCRIPTIONS	\$0	\$0	\$225	\$225	MDC Association of Police Chiefs membership
POLICE CRIME PREVENT TRAIN	\$200	\$3,000	\$3,000	\$3,000	Crime prevention training - estimated registration, per diem and hotel (\$2,400) and attendance to annual Law Enforcement Awards Gala - 6 tickets @ \$100 ea.
TRANSFER TO FACILITIES MAINTENANCE FUND	\$0	\$75,187	\$89,247	\$84,847	Police Department portion of Town Hall building expenses @ 27% of total cost
SUB-TOTAL POLICE EXPENDITURES:	\$6,813,691	\$7,603,028	\$7,768,470	\$8,342,172	
SCHOOL CROSSING GUARDS					
REGULAR SALARIES	\$73,494	\$64,970	\$71,770	\$65,785	Salaries include 7 crossing guards, 1 back-up guard and a supervisor
PAYROLL TAXES	\$5,353	\$6,846	\$5,490	\$5,033	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$3,862	\$6,730	\$5,463	\$5,210	Rate increase from 7.52% to 7.92% thru Jul '18
WORKMAN'S COMPENSATION	\$0	\$3,019	\$0	\$0	-
OPERATING SUPPLIES	\$0	\$750	\$300	\$750	Includes stop signs, whistles and lanyards
UNIFORMS	\$3,417	\$3,000	\$3,000	\$3,000	Includes \$150 stipend for pants and shoes per guard (\$1,350), and \$1,650 for 3 shirts, raincoat, safety vest, light jacket and hat for 9 guards
EDUCATION & TRAINING	\$0	\$0	\$536	\$624	Intrepreter services to assist with training
SUB-TOTAL SCHOOL CROSSING GUARDS:	\$86,126	\$85,316	\$86,560	\$80,402	
TOTAL POLICE EXPENDITURES:	\$6,899,817	\$7,688,344	\$7,855,030	\$8,422,574	

**TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET**

GENERAL FUND

Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
PLANNING					
REGULAR SALARIES	\$262,090	\$95,000	\$107,825	\$116,000	Salaries for Planning Director.
PAYROLL TAXES	\$17,944	\$7,268	\$8,249	\$8,874	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$19,244	\$7,144	\$8,187	\$9,187	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$33,870	\$10,191	\$8,659	\$10,729	Includes medical, dental, vision and life
WIRELESS STIPEND	\$557	\$480	\$462	\$480	Wireless stipend for Planning Director
PLANNING CONSULTING	\$0	\$8,000	\$55,200	\$55,200	Support for review and approval of major developments, special projects or planning studies
PLANNING & DEVELOPMENT CDMP	\$0	\$0	\$0	-\$127,835	Cost recovery credits
PLANNING-SITE PLAN REVIEW	\$0	\$500	\$0	\$500	Outside engineering support as required
PLANNING PRINTING COSTS	\$425	\$500	\$500	\$500	Printing of large plans
PLANNING RECORDING VAR FEES	-\$980	\$0	\$0	\$0	-
BACKGROUND CHECKS	\$30	\$0	\$0	\$0	-
SUB-TOTAL PLANNING:	\$333,181	\$129,082	\$189,081	\$73,635	
CODE COMPLIANCE					
REGULAR SALARIES	\$0	\$70,277	\$72,418	\$95,486	Salaries for Code Compliance Manager, previously
PAYROLL TAXES	\$0	\$5,323	\$5,540	\$7,305	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$0	\$5,233	\$5,446	\$7,563	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$0	\$17,582	\$17,026	\$20,459	Includes medical, dental, vision and life
SPECIAL MASTER	\$2,913	\$3,000	\$3,250	\$3,600	Assumes \$300 per hearing, 12 hearings/year for Special Master
CONTRACT CODE ENF SER	\$153,133	\$149,480	\$149,480	\$129,280	Two full-time and one part-time contracted Code Officers
PLANNING MOBILE PHONES	\$257	\$360	\$302	\$360	Cell phones for 3 Code Officers
ABANDONED PROPERTY MAINT	\$1,071	\$2,000	\$1,500	\$1,500	Boarding up of windows, lawn mowing and clearing of abandoned property
CODE ENF LIEN RECORDING	\$8,228	\$7,000	\$7,000	\$8,000	Recording of liens
ALARM MONITORING PROGRAM	\$31,501	\$25,000	\$25,582	\$25,000	Cost of third party administration of False Alarm Reduction Program and Collection Agency to recover cost; fully offset by revenues
REMOTE ACCESS DEVICE	\$866	\$1,000	\$916	\$1,000	Data plans for Code Officers field services
CODE ENFORCEMENT UNIFORMS	\$372	\$600	\$400	\$0	Uniforms for field personnel
EDUCATION & TRAINING	\$0	\$1,000	\$1,500	\$1,500	FACE training, GIS training and other
SUB-TOTAL CODE COMPLIANCE:	\$198,341	\$287,854	\$290,359	\$301,053	
TRANSIT					
DEMAND SERVICES - CONTRACT	\$85,389	\$79,500	\$82,643	\$0	Funded in SRF - Transportation PTP 80%. FY17 includes bus service (\$58,800), fuel (\$5,600) vehicle repair & maintenance (\$6,600) and storage (\$4,000) and Sunday service.
SUB-TOTAL TRANSIT:	\$85,389	\$79,500	\$82,643	\$0	
TOTAL PLANNING, CODE COMPLIANCE & TRANSIT EXPENDITURES:	\$616,911	\$496,437	\$562,083	\$374,688	
QNIP					
QNIP DEBT SERVICE	\$153,423	\$153,423	\$0	\$0	
QNIP DEBT SERVICE - PRINCIPAL		\$0	\$104,980	\$110,345	
QNIP DEBT SERVICE - INTEREST		\$0	\$48,443	\$43,078	
TOTAL QNIP EXPENDITURES:	\$153,423	\$153,423	\$153,423	\$153,423	

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
BUILDING					
TRANSFER OUT TO BUILDING FUND	\$0	\$0	\$0	\$0	
SUB-TOTAL BUILDING EXPENDITURES:	\$1,016,766	\$0	\$0	\$0	See Building Department Fund
ZONING					
REGULAR SALARIES	\$0	\$93,930	\$106,476	\$104,294	Salaries for Zoning staff for 2 part-time Zoning Officials
PAYROLL TAXES	\$0	\$7,144	\$8,145	\$7,978	Calculated based on 7.65% of salaries.
FRS CONTRIBUTIONS	\$0	\$7,022	\$8,100	\$8,260	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$0	\$10,359	\$1,477	\$0	Includes medical, dental, vision and life
SUB-TOTAL ZONING EXPENDITURES	\$0	\$118,455	\$124,199	\$120,532	
TOTAL BUILDING & ZONING EXPENDITURES:	\$1,016,766	\$118,455	\$124,199	\$120,532	
PARKS - COMMUNITY SERVICES					
REGULAR SALARIES	\$637,035	\$293,719	\$292,018	\$302,675	Department restructured in FY17 to separate Parks and Community Engagement and Outreach functions
OVERTIME	\$108	\$1,000	\$1,000	\$500	For hourly employee overtime required to support events and activities
PAYROLL TAXES	\$48,303	\$25,796	\$22,339	\$23,155	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$51,227	\$25,564	\$22,229	\$23,972	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$108,339	\$68,333	\$56,174	\$42,916	Includes medical, dental, vision and life
WIRELESS STIPEND	\$4,357	\$2,400	\$2,400	\$2,400	Stipend for Chief Operations Director, Arborist, and 3 field operations employees
PROFESSIONAL SERVICES	\$78,000	\$78,780	\$78,780	\$79,560	Contract services for Business Operations Supervisor
VEHICLE REPAIR & MAINTENANCE	\$2,542	\$4,000	\$3,000	\$3,500	Maintenance and repairs of 4 vehicles
PRINTING EXPENSE	\$263	\$1,500	\$1,000	\$1,000	Savings due to digital marketing campaigns
ADMINISTRATIVE SUPPORT	\$0	\$0	\$10,500	\$0	Temporary staff to cover vacations, etc.
CREDIT CARD FEES	\$4,205	\$3,500	\$4,500	\$3,500	Includes credit card transaction fees for Parks
MISCELLANEOUS	\$543	\$600	\$613	\$700	Property taxes for Palm Springs N, Sec A (\$200) and Royal Oaks Security Guard Gate (\$500)
PARKS - PERMIT FEES	\$1,281	\$500	\$500	\$0	Permits from MDC as needed
COACHES BACKGROUND CK	\$4,095	\$5,600	\$5,600	\$5,600	Background checks for all program coaches, instructors and volunteers
CHECK CERTIFICATION CLINIC	\$1,434	\$2,500	\$2,500	\$2,500	Certification provided by National Alliance of Youth Coaches
VEHICLE FUEL	\$3,930	\$5,000	\$4,127	\$5,000	Fuel, oil for 4 CLS vehicles
SUB-TOTAL COMMUNITY SERVICES:	\$945,661	\$518,792	\$507,281	\$496,977	
ROYAL OAKS PARK					
ROYAL OAKS PARK TELECOMMUNICATIONS	\$9,134	\$11,400	\$9,523	\$9,600	Phones (\$9,600)
ROYAL OAKS PARK UTILITIES	\$82,372	\$90,880	\$97,044	\$98,100	FPL (\$80,000), water and sewer (\$3,000) and waste removal (\$15,100)
ROP MAINTENANCE CONTRACT	\$304,561	\$358,050	\$331,399	\$358,050	Grounds Maintenance Contract (\$291,500); Janitorial pending contract (\$66,550)
ROP REPAIRS & MAINTENANCE (GROUNDS)	\$35,499	\$65,000	\$55,000	\$65,000	General grounds repairs including irrigation, sod, electrical, plumbing and field equipment (\$58,000), handyman services (\$7,000)
ROP OPERATING COSTS (FACILITY)	\$24,757	\$41,498	\$41,498	\$31,250	Facility repairs including electrical and plumbing (\$11,500), pest control(\$400), air condition (\$2,000), handyman services (\$12,000), fire and burglar alarm signals (\$2,950), AC and light monitoring (\$2,400)
ROP-FUR & EQUIP / NON CAP	\$0	\$5,000	\$5,000	\$5,000	Non-capital outlay replacement
MACHINERY AND EQUIPMENT	\$0	\$0	\$2,900	\$0	FY 17 ice machine
SUB-TOTAL ROYAL OAKS PARK:	\$465,961	\$571,828	\$542,364	\$567,000	

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
PARK EAST YOUTH CENTER					
SALARIES	\$0	\$30,440	\$45,328	\$44,872	Current salary and wages
PAYROLL TAXES	\$0	\$2,295	\$3,468	\$3,433	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$2,256	\$3,451	\$5,493	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$0	\$10,191	\$7,980	\$19,461	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$0	\$480	\$480	Stipend for Recreation Specialist
JANITORIAL	\$24,786	\$30,600	\$30,600	\$30,600	Janitorial service
TELECOMMUNICATIONS	\$2,344	\$2,960	\$5,945	\$4,500	Phones, fire and burglar alarm
UTILITIES	\$9,668	\$18,000	\$14,037	\$14,070	FPL (\$6,250), water and sewer (\$4,000) and waste removal (\$3,420)
MAINTENANCE CONTRACT	\$3,537	\$16,485	\$15,960	\$11,500	Base grounds contract (\$11,500)
REPAIRS & MAINTENANCE (GROUNDS)	\$2,302	\$5,000	\$5,000	\$5,000	General grounds repairs including irrigation, sod and landscape repairs including handyman services (\$3,000)
OPERATING COSTS (FACILITY)	\$7,549	\$12,500	\$14,500	\$15,360	Operating costs for facility handyman/general repairs (\$6,500), Electrical (\$2,500), Plumbing (\$2,500), ac maintenance (\$1,000), pest control (\$360), and Art in Public Places maintenance (\$2,500)
MISCELLANEOUS EXPENSE	\$2,664	\$0	\$500	\$0	-
PARKS IMPROVEMENT / NON CAP	\$1,667	\$5,000	\$2,500	\$5,000	Facility and Grounds improvements
INFRASTRUCTURE	\$0	\$0	\$8,500	\$0	FY17 replacement exit doors
MACHINERY AND EQUIPMENT	\$0	\$0	\$4,065	\$0	-
SUB-TOTAL PARK EAST YOUTH CENTER:	\$54,518	\$135,727	\$162,314	\$159,769	
PARK WEST - MARY COLLINS COMMUNITY CENTER					
JANITORIAL	\$39,024	\$42,768	\$40,880	\$40,880	Contract for janitorial services
TELECOMMUNICATIONS	\$1,673	\$2,000	\$2,654	\$2,400	Phones fire and burglar alarm
UTILITIES	\$19,340	\$22,100	\$22,769	\$22,700	FPL, waste, water and sewer
REPAIR & MAINTENANCE CONTRACT	\$22,803	\$21,195	\$21,276	\$31,851	Base grounds contract (\$25,995), 12 additional mows for event support (\$5,646) and pest control (\$210)
REPAIR AND MAINTENANCE (GROUNDS)	\$7,630	\$7,500	\$7,500	\$7,500	General grounds repair, irrigation, sod, landscaping and maintenance, including handyman services (\$4,000)
REPAIR AND MAINTENANCE (FACILITY)	\$16,984	\$27,000	\$27,000	\$27,000	General facility repairs and maintenance including plumbing and electrical (\$5,700), handyman services (\$14,000), fire alarm monitoring (\$2,100), pest control (\$400), a/c maintenance and monitoring (\$4,800).
PARKS IMP - OPERATING	\$4,640	\$20,000	\$20,000	\$20,000	Grounds improvement including irrigation, landscaping and sod
INFRASTRUCTURE	\$12,984	\$15,505	\$11,240	\$0	FY17 include fire alarm equipment
PARKS - CAP OUTLAY	\$0	\$0	\$4,064	\$0	FY17 include park signs
SUB-TOTAL MINI PARK - WEST:	\$125,078	\$158,068	\$157,383	\$152,331	
MIAMI LAKES OPTIMIST PARK					
MIAMI LAKES OPTIMIST TELECOMMUNICATIONS	\$7,935	\$11,025	\$7,636	\$11,025	Phones fire and burglar alarm
MIAMI LAKES OPTIMIST UTILITIES	\$100,261	\$132,300	\$113,461	\$121,080	FPL, waste, water and sewer.
MIAMI LAKES OPTIMIST PARK MAINTENANCE	\$496,123	\$499,900	\$516,485	\$549,890	Contract with Brightview including janitorial and pressure cleaning of dock
REPAIRS AND MAINTENANCE (GROUNDS)	\$33,649	\$36,000	\$36,000	\$36,000	General grounds repairs including, irrigation, sod, electrical, plumbing including handyman services (\$5,000)
REPAIRS AND MAINTENANCE (FACILITY)	\$4,292	\$16,000	\$16,000	\$18,285	General facility repairs including handyman services (\$10,000), fire alarm monitoring (\$3,000), a/c maintenance (\$2,400), Art in Public Places maintenance (\$2,585), pest control (\$300)
MIAMI LAKES PARK MARINA OPERATIONS	\$4,360	\$1,500	\$1,500	\$1,500	Bait & tackle
MIAMI LAKES PARK/IMPROVEMENTS	\$21,283	\$20,000	\$20,000	\$20,000	Park and facility improvements including athletic
JB -TOTAL MIAMI LAKES OPTIMIST PARK:	\$667,903	\$716,725	\$711,082	\$757,780	

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
MINI PARKS					
UTILITIES	\$18,744	\$22,000	\$24,041	\$24,000	FPL (\$16,000), water and sewer (\$6,000)
MAINTENANCE CONTRACT	\$234,375	\$252,317	\$255,356	\$244,000	Grounds maintenance contract with Superior (\$244,000) Annual wood fiber playground mulch replenishment; Red mulch applications for tree trunks & landscape beds 1x/year
REPAIRS & MAINTENANCE (GROUNDS)	\$31,601	\$44,330	\$42,127	\$63,610	General grounds repairs including irrigation, sod, debris removal (\$30,000), K-9 Cove maintenance (\$13,000), lake maintenance (12,000), playground cleaning (\$7,960) and pest control (\$650)
MINI PARKS-TREE TRIMMING	\$14,460	\$27,500	\$27,500	\$45,500	Various contracts to supplement off year of three year trimming cycle, includes annual cycle for palms
FURNITURE & NON CAPITAL OUTLAY	\$4,850	\$5,000	\$5,000	\$5,000	Pocket parks and playground amenities replacement
SUB-TOTAL MINI PARKS:	\$306,970	\$351,147	\$354,024	\$382,110	
BARBARA GOLEMAN					
BARBARA GOLEMAN MAINT	\$4,000	\$4,000	\$4,000	\$4,000	Per agreement
SUB-TOTAL BARBARA GOLEMAN :	\$4,000	\$4,000	\$4,000	\$4,000	
TOTAL PARKS - COMMUNITY SERVICES	\$2,570,091	\$2,456,287	\$2,438,448	\$2,519,967	
COMMUNITY ENGAGEMENT AND OUTREACH					
LEISURE SERVICES					
SALARIES	\$30,161	\$295,344	\$289,645	\$297,732	Department restructured in FY17 to separate Parks and Community Engagement and Outreach
PAYROLL TAXES	\$2,197	\$22,126	\$22,158	\$22,776	Calculated based on 7.65% of salaries
FRS RETIREMENT CONTRIBUTION	\$2,080	\$21,750	\$22,046	\$23,580	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$4,219	\$30,572	\$30,766	\$42,916	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$1,440	\$1,440	\$1,440	Stipend for Director, 1 Leisure Services Manager and 1 Leisure Services Coordinator
HEALTHY MIAMI LAKES MASTER PLAN	\$0	\$0	\$0	\$0	Develop Master Plan for entire community to include Seniors, Special Needs and Young Adults. Pending Grant
YOUTH CENTER COMMUNITY PROGRAMS	\$5,301	\$10,100	\$10,100	\$10,100	Bus transportation for educational and community service opportunity field trips (\$2,760), equipment and supplies for workshops and theme nights, monthly punch card prizes, movie licensing, entry fees, etc. (\$4,700), t-shirts (\$200) and high top chairs for study room (\$2,440)
TOWN COMMUNITY PROGRAMS	\$13,495	\$14,795	\$14,795	\$14,795	Annual recitals (\$2,510), supplies for table tennis, archery, painting showcase & other (\$7,185), arts & craft and fitness for special needs adults (\$3,100), SAFEE Flight Program (\$2,000)
SMART CITY PROGRAM	\$0	\$0	\$0	\$0	Smart and Connected Community Master Plan
UNIFORMS	\$1,110	\$1,040	\$1,040	\$0	Includes all parks staff uniforms
SUB-TOTAL LEISURE SERVICES:	\$58,563	\$397,166	\$391,989	\$413,339	
ECONOMIC DEVELOPMENT					
SALARIES	\$0	\$22,700	\$0	\$22,700	Portion of Director's salary
PAYROLL TAXES	\$0	\$1,737	\$0	\$1,737	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$1,690	\$0	\$1,798	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$0	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$240	\$0	\$240	cell phone allowance
SUB-TOTAL ECONOMIC DEVELOPMENT:	\$0	\$26,367	\$0	\$26,474	

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
COMMUNICATIONS					
SALARIES	\$0	\$22,700	\$16,480	\$22,700	Part-time Information Officer
PAYROLL TAXES	\$0	\$1,737	\$1,261	\$1,737	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$1,690	\$1,255	\$1,798	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$0	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$240	\$0	\$240	cell phone allowance
SUB-TOTAL COMMUNICATIONS:	\$0	\$26,367	\$18,995	\$26,474	
SPECIAL EVENTS					
SALARIES	\$0	\$59,064	\$67,992	\$69,360	Current Salary and Wages
PAYROLL TAXES	\$0	\$4,466	\$5,201	\$5,306	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$4,390	\$5,176	\$5,493	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$0	\$17,582	\$12,134	\$19,461	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$480	\$480	\$480	cell phone allowance
SPEC EVENTS VETERANS DAY	\$6,863	\$6,000	\$6,000	\$6,000	Veterans Day Parade supplies.
SPEC EVENTS 4TH JULY	\$25,000	\$25,000	\$25,000	\$25,000	Fireworks contract
SUB-TOTAL SPECIAL EVENTS:	\$56,635	\$116,983	\$121,983	\$144,167	
COMMITTEES					
NEIGHBORHOOD IMPROVEMENT COMMITTEE					
LAKE LAKE AWARENESS MONTH	\$223	\$200	\$200		
PEDES PEDESTRIAN & BIKE INITIATIVES	\$0	\$2,350	\$2,350		
LAKE TESTING	\$850	\$0	\$0		
HOA QUARTERLY HOA PROJECTS	\$0	\$100	\$100		
LITT ANTI LITTER CAMPAIGN	\$1,495	\$0	\$0		
TOTAL NEIGHBORHOOD IMP COMMITTEE:	\$2,568	\$2,650	\$2,650	\$9,000	
CULTURAL AFFAIRS COMMITTEE					
BASEL ART BASEL MIAMI LAKES	\$0	\$1,500	\$1,500		
BLACK BLACK HISTORY MONTH CONCERT	\$0	\$3,450	\$2,750		
FILM CLASSIC FILM IN THE PARK	\$0	\$2,650	\$2,650		
WOMEN WOMEN HISTORY MONTH	\$0	\$1,250	\$1,250		
SCOT SCOTTISH AMERICAN HERITAGE MONTH	\$0	\$600	\$600		
BOOK BOOK READING	\$582	\$750	\$750		
COF CONCERT ON THE FAIRWAY	\$10,901	\$9,800	\$10,500		
CON CONCERTS	\$14,645	\$4,500	\$4,500		
FT FISHING	\$0	\$500	\$500		
FOUR FOURTH OF JULY	\$13,213	\$11,500	\$11,500		
HISP HISPANIC HERITAGE	\$318	\$10,500	\$10,500		
S FLI SPRING FLING(PAINT A PICTURE)	\$878	\$600	\$600		
TOTAL CULTURAL AFFAIRS COMMITTEE:	\$40,536	\$47,600	\$47,600	\$47,350	
ECONOMIC DEVELOPMENT COMMITTEE					
MARKET MARKETING MATERIALS	\$1,415	\$7,000	\$7,000		
ML CH MISC EXPENSES	\$7,000	\$7,000	\$7,000		
REALT REALTOR EVENTS	\$3,000	\$5,200	\$5,200		
SHOWS MISC EXPENSES	\$4,965	\$3,000	\$3,000		
TOTAL ECONOMIC DEVELOPMENT COMMITTEE:	\$17,727	\$22,200	\$22,200	\$26,200	
EDUCATIONAL ADVISORY BOARD					
AP LANGUAGE ARTS PROGRAM	\$17,147	\$26,000	\$26,000		
FRIENDS OF THE LIBRARY	\$4,000	\$4,000	\$4,000		
IMAG IMAGINATION LIBRARY	\$2,823	\$2,000	\$2,000		
MISC. MISC. EXPENSES	\$585	\$300	\$300		
SAT/ SAT/ACT PREP COURSES	\$4,502	\$4,000	\$4,000		
STEM ELECTIVE COURSES	\$9,347	\$10,000	\$10,000		
EVENT TOWN EVENTS	\$0	\$2,000	\$2,000		
TEST STANDARDIZED TESTING SUPPORT	\$0	\$10,000	\$10,000		
TOTAL EDUCATIONAL ADVISORY BOARD:	\$40,070	\$58,300	\$58,300	\$58,300	

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
ELDERLY AFFAIRS COMMITTEE					
FORU COMMUNITY FORUMS	\$2,183	\$1,500	\$1,500		
HF EAC - HEALTH FAIR	\$2,071	\$500	\$500		
METET MEET & EAT	\$5,626	\$4,000	\$4,000		
MISC MISC EXPENSE	\$268	\$2,500	\$2,500		
SENIO SENIOR FIELD TRIP	\$6,353	\$6,000	\$6,000		
SG SR. GAMES	\$2,355	\$2,500	\$2,500		
SRSO SENIOR SOCIAL	\$20,769	\$19,000	\$19,000		
TOTAL ELDERLY AFFAIRS COMMITTEE:	\$39,625	\$36,000	\$36,000	\$37,000	
YOUTH ACTIVITIES TASK FORCE					
BR BICYCLE RODEO	\$997	\$5,800	\$6,500		
HHH HALLOWEEN HAUNTED HOUSE	\$8,019	\$12,325	\$12,325		
JUST JUST RUN	\$636	\$1,000	\$1,000		
MISC EXP	\$391	\$0	\$0		
MLR MIAMI LAKES ROCKS	\$4,143	\$0	\$0		
MP MOVIES IN THE PARK	\$19,571	\$25,223	\$25,223		
RELAY RELAY FOR LIFE	\$0	\$250	\$250		
SPRIN SPRING FLING	\$4,356	\$7,700	\$7,000		
SPORT SPORTS PALOOZA/PRO SPORTS DAY	\$0	\$2,000	\$2,000		
SUMMER YOUTH EMPL INITIATIVE	\$0	\$1,000	\$1,000		
WINTERFEST	\$7,500	\$0	\$0		
TOTAL YOUTH ACTIVITIES TASK FORCE:	\$45,613	\$55,298	\$55,298	\$45,000	
PUBLIC SAFETY COMMITTEE					
BRKF POLICE APPRECIATION BREAKFAST	\$1,529	\$1,000	\$1,000		
CERT C.E.R.T TRAINING	\$0	\$250	\$250		
EDUCATIONAL MATERIALS	\$581	\$750	\$750		
TOTAL PUBLIC SAFETY COMMITTEE:	\$2,110	\$2,000	\$2,000	\$2,600	
VETERANS AFFAIRS COMMITTEE					
CARE PACKAGE DRIVE	\$1,000	\$1,000	\$1,000		
FLAG FLAG RETIREMENT CEREMONY	\$100	\$100	\$100		
PLAQU PURCH TREES W/PLAQUES	\$57	\$900	\$900		
TOTAL VETERANS AFFAIRS COMMITTEE:	\$1,208	\$2,000	\$2,000	\$2,400	
TOTAL COMMITTEES EXPENDITURES:	\$189,458	\$226,048	\$226,048	\$227,850	
TOTAL COMMUNITY ENGAGEMENT AND OUTREACH EXPENDITURES	\$304,656	\$792,931	\$759,016	\$838,305	
PUBLIC WORKS					
PUBLIC WORKS ADMINISTRATION					
REGULAR SALARIES	\$114,497	\$106,045	\$117,130	\$114,975	50% funding for Chief of Operations and 50% PW Director salaries
COMPENSATED ABSENCES	\$3,622	\$0	\$0	\$0	-
PAYROLL TAXES	\$7,969	\$8,931	\$8,960	\$8,796	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$5,619	\$8,234	\$8,911	\$9,106	Rate increase from 7.52% to 7.92% thru Jul '18
HEALTH & LIFE INSURANCE	\$9,931	\$10,945	\$9,567	\$11,751	Includes medical, dental, vision and life
WIRELESS STIPEND	\$242	\$480	\$388	\$720	50% Stipend for Chief of Operations, PW Director and Manager
PROFESSIONAL SERVICES	\$0	\$14,068	\$14,068	\$0	Funding for professional consulting services as needed. FY17 includes services for Public Works Director vacancy
TOWN ENGINEER	\$48,037	\$25,000	\$20,000	\$25,000	EA Perez for townwide projects and misc drainage (\$10,000); KHA (\$15,000) for other inspections support

TOWN OF MIAMI LAKES
FY 2017-18 PROPOSED BUDGET
GENERAL FUND
Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ACTUALS	FY2016-17 ADJUSTED BUDGET	FY2016-17 YEAR END PROJECTION	FY2017-18 PROPOSED BUDGET	BUDGET COMMENTS
PERMITS PLAN REVIEW	\$35,793	\$38,000	\$38,000	\$45,840	Independent Contractor for plans review and inspections. Offset by PW Permit revenues
VEHICLE REPAIR & MAINTENANCE	\$4,891	\$4,000	\$4,000	\$4,000	Maintenance for 2 PW vehicles
UNDERGROUND UTILITY LOCATION	\$34,880	\$45,740	\$44,529	\$31,054	Underground utility markings: High Tech (\$29,457), Sunshine state one call (\$1,597)
PW MISCELLANEOUS	\$4,732	\$5,000	\$5,000	\$5,000	Removal of holiday banners
OPERATING SUPPLIES	\$1,680	\$3,000	\$3,000	\$3,000	banners, chlorine, tools, materials for field work
UNIFORMS	\$127	\$40	\$40	\$0	Staff shirts for PW Director and PW Manager
VEH OPERATING & MAINT	\$3,711	\$3,000	\$2,855	\$3,000	Fuel and lubricants for 2 PW vehicles
FURN & EQUIP NON CAPITAL	\$802	\$4,000	\$2,500	\$2,000	Signage, barricades and other PW equipment.
TOTAL PUBLIC WORKS ADMINISTRATION:	\$276,534	\$276,483	\$278,948	\$264,242	
PW - GREEN SPACE					
RIGHT OF WAY ELECTRICITY	\$8,508	\$11,000	\$8,385	\$11,000	Electricity for entrance features, fountains and pumps
WATER	\$60,905	\$65,000	\$52,030	\$60,000	Water and sewer
REPAIR & MAINTENANCE	\$420,260	\$504,747	\$451,137	\$453,743	Grounds (\$248,235), FDOT ROW (\$14,884), Flowers/landscape beds and cul-de-sac (\$81,624), litter and debris/doggie stations (\$94,000), misc repairs including plumbing, electrical and handyman services (\$15,000)
PUBLIC WORK ENTRY MAINT	\$2,428	\$4,700	\$5,238	\$4,700	Includes maintenance (\$2,700) and painting (\$2,000) of 3 entrance features at 67th, 154th and 87th Avenues
EXTERMINATION SERVICES	\$4,969	\$3,000	\$3,000	\$3,000	Extermination of rodents, bees, dead animals, etc
PW TREE REMOVAL	\$19,945	\$28,500	\$28,500	\$22,000	Removal of invasive, hazardous or dead trees
TREE TRIMMING	\$135,662	\$170,000	\$190,000	\$239,000	Per contract based on three year cycle; 5700 trees per cycle; includes annual cycle for palms and aesthetic pruning
NEW TREE PLANTING	\$56,273	\$50,000	\$50,000	\$55,000	Tree planting
BEAUTIFICATION PLAN	\$8,989	\$21,000	\$21,000	\$0	FY17 Landscape and ground cover at SE corner of NW 154th Street and Palmetto
SUB-TOTAL PW-GREEN SPACE:	\$717,938	\$857,947	\$809,291	\$848,443	
TOTAL PUBLIC WORKS EXPENDITURES:	\$994,472	\$1,134,430	\$1,088,239	\$1,112,685	
NON-DEPARTMENTAL					
BAD DEBT EXPENSE- EMPLOY TAX 1	\$0	\$0	\$1,664	\$0	
BAD DEBT EXPENSE- ALARMS	\$0	\$0	\$85,038	\$0	FY17 Write off Alarm Debt
EX ORD ITEM, PUBLIC OFFICIALS LEGAL REIMB	\$460,000	\$0	\$0	\$0	
SPECIAL ITEM, FEMA REIMB	\$746,705	\$0	\$0	\$0	
OPERATING SURPLUS	\$0	\$121,443	\$0	\$0	
RESERVE FOR LITIGATION/SETTLEMENT	\$0	\$450,000	\$450,000	\$0	FY17 Reserve for Pizzi vs Town of Miami Lakes legal fee settlement
TOTAL NON-DEPARTMENTAL EXPENDITURES	\$1,206,705	\$571,443	\$536,702	\$0	
TOTAL GENERAL FUND EXPENDITURES	\$18,536,650	\$17,202,422	\$17,275,945	\$16,505,951	

COMMITTEES' FY 2017-18 PROPOSED BUDGET

*	new event/activity
**	increase
***	removed/decreased

		FY 16-17 Revenue/ Sponsorships	<u>FY 2016-17 Budget</u>	<u>FY 2016-17 Budget + Sponsorship</u>	<u>FY 2016-17 Projected</u>	<u>FY 2016-17 Surplus (Deficit)</u>	<u>FY 2017-18 Request</u>	<u>Requested Increase/ Decrease</u>	<u>FY 2017-18 Proposed Budget</u>
	Cultural Affairs Committee	\$6,850.00	\$47,600.00	\$54,450.00	\$48,560.00	\$5,890.00	\$53,850.00	\$6,250	\$47,350.00
	Concert on the Fairway (Jazz in th Park)	\$150.00	\$10,500.00	\$10,650.00	\$8,700	\$1,950.00	\$10,500.00	\$0	\$10,500.00
	Paint-a-Picture for Mom		\$600.00	\$600.00	\$489	\$111.00	\$600.00	\$0	\$600.00
	Symphony Concert		\$4,500.00	\$4,500.00	\$4,500	\$0.00	\$4,500.00	\$0	\$4,500.00
	Holiday Children's Book Reading		\$750.00	\$750.00	\$495	\$255.00	\$750.00	\$0	\$750.00
	Fourth of July Concert	\$6,350.00	\$11,500.00	\$17,850.00	\$16,850	\$1,000.00	\$11,500.00	\$0	\$11,500.00
	Hispanic Heritage	\$350.00	\$10,500.00	\$10,850.00	\$9,951	\$899.00	\$10,500.00	\$0	\$10,500.00
	Father's Day Fishing Tournament		\$500.00	\$500.00	\$500	\$0.00	\$500.00	\$0	\$500.00
	Art Basel Miami Lakes		\$1,500.00	\$1,500.00	\$836	\$664.00	\$1,500.00	\$0	\$1,500.00
**	Women's History Month		\$1,250.00	\$1,250.00	\$1,254	-\$4.00	\$2,250.00	\$1,000	\$2,250.00
**	Scottish American Heritige Month Concert		\$600.00	\$600.00	\$600	\$0.00	\$1,000.00	\$400	\$1,000.00
**	Black History Month Concert		\$2,750.00	\$2,750.00	\$3,750	-\$1,000.00	\$3,750.00	\$1,000	\$3,750.00
*	Shakespeare in the Park		\$0.00	\$0.00	\$0	\$0.00	\$6,500.00	\$6,500	\$0.00
***	Classic Film in the Park		\$2,650.00	\$2,650.00	\$635	\$2,015.00	\$0.00	-\$2,650	\$0.00

	Education Advisory Board		\$58,300.00	\$58,300.00	\$56,339.00	\$1,961.00	\$58,300.00	\$0	\$58,300.00
	AP Language Arts Program		\$26,000.00	\$26,000.00	\$26,000.00	\$0.00	\$26,000.00	\$0	\$26,000.00
**	SAT/ACT Prep Courses		\$4,000.00	\$4,000.00	\$12,000.00	-\$8,000.00	\$12,000.00	\$8,000	\$12,000.00
	Friends of the Library		\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0	\$4,000.00
	Miscellaneous		\$300.00	\$300.00	\$139.00	\$161.00	\$300.00	\$0	\$300.00
**	Imagination Library		\$2,000.00	\$2,000.00	\$2,700.00	-\$700.00	\$4,000.00	\$2,000	\$4,000.00
	STEM Elective Course (offered at BGEC & MLK8)		\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0	\$10,000.00
***	Standardized Testing Support (replacing direct-instruction tutoring)		\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	-\$10,000	\$0.00
	Town Events		\$2,000.00	\$2,000.00	\$1,500.00	\$500.00	\$2,000.00	\$0	\$2,000.00

	Economic Development		\$22,200.00	\$22,200.00	\$21,101.00	\$1,099.00	\$26,200.00	\$4,000	\$26,200.00
**	Marketing Materials		\$7,000.00	\$7,000.00	\$6,601.00	\$399.00	\$11,000.00	\$4,000	\$11,000.00
	Chamber of Commerce Expo		\$7,000.00	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00	\$0	\$7,000.00
	Promotional Events : workshops, networking (6), Chamber Membership		\$5,200.00	\$5,200.00	\$4,500.00	\$700.00	\$5,200.00	\$0	\$5,200.00
	Trade Show (ICSC)		\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0	\$3,000.00

COMMITTEES' FY 2017-18 PROPOSED BUDGET

*	new event/activity
**	increase
***	removed/decreased

		FY 16-17 Revenue/ Sponsorships	<u>FY 2016-17 Budget</u>	<u>FY 2016-17 Budget + Sponsorship</u>	<u>FY 2016-17 Projected</u>	<u>FY 2016-17 Surplus (Deficit)</u>	<u>FY 2017-18 Request</u>	<u>Requested Increase/ Decrease</u>	<u>FY 2017-18 Proposed Budget</u>
	Elderly Affairs	\$6,650.00	\$36,000.00	\$42,650.00	\$37,900.00	\$4,750.00	\$37,000.00	\$1,000	\$37,000.00
***	Senior Socials (4)	\$1,000.00	\$19,000.00	\$20,000.00	\$12,890.00	\$7,110.00	\$15,200.00	-\$3,800	\$15,200.00
	Health Fair	\$2,900.00	\$500.00	\$3,400.00	\$1,226.00	\$2,174.00	\$500.00	\$0	\$500.00
**	Forum (6)		\$1,500.00	\$1,500.00	\$1,168.00	\$332.00	\$2,500.00	\$1,000	\$2,500.00
**	Meet & Eat (15)	\$2,250.00	\$4,000.00	\$6,250.00	\$12,000.00	-\$5,750.00	\$7,800.00	\$3,800	\$7,800.00
	Field Trips (12)		\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	\$0	\$6,000.00
	Senior Games/Field Day	\$500.00	\$2,500.00	\$3,000.00	\$2,116.00	\$884.00	\$2,500.00	\$0	\$2,500.00
	Program Enhancement Supplies		\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	\$0	\$2,500.00

	Neighborhood Improvement		\$2,650.00	\$2,650.00	\$2,650.00	\$0.00	\$13,000.00	\$10,350	\$9,000.00
*	Neighborhood Matching Grant Program			\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00
	Community Bike Rides (Oct-March)		\$2,530.00	\$2,530.00	\$2,650.00	-\$120.00	\$6,000.00	\$3,470	\$6,000.00
*	Beautification Award			\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000	\$2,000.00
*	Earth Day Event			\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000	\$0.00
*	Home Improvement Expo			\$0.00	\$0.00	\$0.00	\$500.00	\$500	\$500.00
**	Lake Testing		\$850.00	\$850.00	\$0.00	\$850.00	\$0.00	-\$850	\$0.00
**	Anti-Litter Campaign		\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	-\$1,500	\$0.00
**	HOA Quarterly Meetings		\$100.00	\$100.00	\$0.00	\$100.00	\$500.00	\$400	\$500.00
***	Lake Quality Awareness Event		\$200.00	\$200.00	\$0.00	\$200.00	\$0.00	-\$200	\$0

	Public Safety	\$0.00	\$2,000.00	\$2,000.00	\$1,800.00	\$200.00	\$2,600.00	\$600	\$2,600.00
*	Shred-a-Thon /Identity Theft Prevention		\$0.00	\$0.00	\$1,500.00	-\$1,500.00	\$600.00	\$600	\$600.00
	Police Appreciation Event	\$500.00	\$1,000.00	\$1,500.00	\$0.00	\$1,500.00	\$1,000.00	\$0	\$1,000.00
	Public Safety Training		\$250.00	\$250.00	\$0.00	\$250.00	\$250.00	\$0	\$250.00
	Educational Materials		\$750.00	\$750.00	\$300.00	\$450.00	\$750.00	\$0	\$750.00

	Veterans		\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,400.00	\$400	\$2,400.00
***	Care Packages Drive (Shipping Cost Only)		\$1,000.00	\$1,000.00	\$1,000.00	\$0.00		-\$1,000	
***	Flag Retirement		\$100.00	\$100.00	\$100.00	\$0.00		-\$100	
	Tree Dedication		\$900.00	\$900.00	\$900.00	\$0.00	\$900.00	\$0	\$900.00
*	Memorial Honor Fund			\$0.00	\$0.00	\$0.00	\$500.00	\$500	\$500.00
*	Veteran Activities (Care Package Drive, Flag Retirement, Etc)			\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000	\$1,000.00

COMMITTEES' FY 2017-18 PROPOSED BUDGET

*	new event/activity
**	increase
***	removed/decreased

		FY 16-17 Revenue/ Sponsorships	<u>FY 2016-17 Budget</u>	<u>FY 2016-17 Budget + Sponsorship</u>	<u>FY 2016-17 Projected</u>	<u>FY 2016-17 Surplus (Deficit)</u>	<u>FY 2017-18 Request</u>	<u>Requested Increase/ Decrease</u>	<u>FY 2017-18 Proposed Budget</u>
	Youth Activities Task Force	\$15,901.86	\$41,000.00	\$56,901.86	\$52,655.00	\$4,246.86	\$45,000.00	\$4,000	\$45,000.00
**	Halloween	\$3,825.00	\$8,500.00	\$12,325.00	\$11,731.00	\$594.00	\$10,000.00	\$1,500	\$10,000.00
**	Just Run		\$1,000.00	\$1,000.00	\$844.00	\$156.00	\$2,000.00	\$1,000	\$2,000.00
**	Spring Fling	\$300.00	\$6,000.00	\$6,300.00	\$2,722.00	\$3,578.00	\$7,000.00	\$1,000	\$7,000.00
**	Bike Rodeo & Safety Day		\$2,500.00	\$2,500.00	\$7,186.00	-\$4,686.00	\$6,000.00	\$3,500	\$6,000.00
***	Movies at the Park	\$11,776.86	\$21,000.00	\$32,776.86	\$5,370.00	\$27,406.86	\$11,000.00	-\$10,000	\$11,000.00
***	Youth Employment Initiative/Life Skills/Educational Workshops		\$1,000.00	\$1,000.00	\$22,792.00	-\$21,792.00	\$300.00	-\$700	\$300.00
**	Sports Palooza/Pro Sports Day		\$1,000.00	\$1,000.00	\$320.00	\$680.00	\$2,000.00	\$1,000	\$2,000.00
	Relay for Life Miami Lakes			\$0.00	\$1,577.00	-\$1,577.00	\$250.00	\$250	\$250.00
*	Winterfest			\$0.00	\$113.00	-\$113.00	\$6,450.00	\$6,450	\$6,450.00

TOTALS

FY 16-17 Revenue/ Sponsorships	<u>FY 2016-17 Budget</u>	<u>FY 2016-17 Budget + Sponsorship</u>	<u>FY 2016-17 Projected</u>	<u>FY 2016-17 Surplus (Deficit)</u>	<u>FY 2017-18 Request</u>	<u>Requested Increase/ Decrease</u>	<u>FY 17-18 Proposed Budget</u>
\$29,901.86	\$211,750.00	\$241,651.86	\$223,005.00	\$18,646.86	\$238,350.00	\$26,600	\$227,850

RESOLUTION NO. 17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME, AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE PROPOSED BUDGET FOR FISCAL YEAR 2017-2018; AUTHORIZING THE TOWN MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE TOWN CLERK TO SERVE THIS RESOLUTION ON THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back millage rate computed pursuant to Section 200.065(1), Florida Statutes;

WHEREAS, on July 1, 2017, the Honorable Pedro J. Garcia, Miami-Dade County Property Appraiser (the "Property Appraiser") served upon the Town of Miami Lakes, Florida (the "Town") a Certification of Taxable Value ("Certification") certifying to the Town its 2017 taxable value; and

WHEREAS, the Town Manager and Staff have prepared a proposed budget and have computed a proposed millage rate necessary to fund the proposed budget other than the portion of the budget to be funded from sources other than ad valorem taxes; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require the Town, within thirty-five (35) days of service of the Certification, to advise the Property Appraiser of the Town's proposed millage rate, the Town's rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes, and the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget.

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

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

Section 2. Declaration of Proposed Millage Rate. The proposed millage rate for the Town of Miami Lakes for Fiscal Year 2017-2018 is declared to be 2.3518 mills, which is \$2.3518 per \$1,000.00 of assessed property within the Town of Miami Lakes.

Section 3. Declaration of Rolled-Back Rate. The rolled-back rate, as computed pursuant to Section 200.065, Florida Statutes, is 2.1610 mills, which is \$2.1610 per \$1,000.00 of assessed property within the Town of Miami Lakes. The proposed millage rate is 8.83% higher than the rolled-back rate.

Section 4. Schedule of Budget Hearings. The date, time, and place of the first and second public hearings for the Town of Miami Lakes to consider the proposed budget and proposed millage rate and to finalize the budget and adopt a millage rate, respectively, are scheduled as follows:

First Public Budget Hearing (to consider the tentative budget and proposed millage rate):

Date: Tuesday, September 5, 2017

Time: 5:01 P.M.

Place: Council Chambers, Town Hall, 6601 Main Street, Miami Lakes, Florida 33014

Second Public Budget Hearing (to finalize the budget and adopt a millage rate):

Date: Wednesday, September 20, 2017

Time: 6:00 p.m.

Place: Council Chambers, Town Hall, 6601 Main Street, Miami Lakes, Florida 33014

Section 5. Authorization of Town Manager. In the event that the Board of County Commissioners of Miami-Dade County, Florida, or the Miami-Dade County School Board schedule any County Budget Hearing on a date scheduled for a Town of Miami Lakes Budget Hearing, the Town Manager is authorized to change the date of either or both of the Town of Miami Lakes Budget Hearings.

Section 6. Directions to Town Clerk. The Town Clerk is directed to attach the original Certification of Taxable Value to a certified copy of this Resolution and effect service of same upon the Honorable Pedro J. Garcia, Miami-Dade County Property Appraiser on or before Friday, August 4, 2017.

Section 7. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 25th day of July, 2017.

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 Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Florida Department of Environmental Protection (FDEP) Grant Agreement for Miami Lakes Canal Bank Stabilization Project Phase II
Date: 7/25/2017

Recommendation:

It is recommended that the Town Council authorize the Town Manager to enter into a Grant Agreement the State of Florida Department of Environmental Protection (FDEP) for the Miami Lakes Canal Bank Stabilization Project -Phase II in the amount of \$1,000,000; and approve a budget revision to the Fiscal Year 2016-17 Amended Budget, in the amount of \$132,000 to cover the cost of project design and project management. The balance of the funds will be included in the FY18 Proposed Budget. Capital Projects Fund – Stormwater Improvements.

Background:

The Town received \$1 million through the FY2014 Legislative Appropriation for the Miami Lakes Canal Bank Stabilization Project (Phase I), which completed the geotechnical and surveying of the entire 10,000 linear feet of the canal bank, and constructed 2,840 linear feet of the most unstable portions of the bank, on the residential side of the Golden Glades and Peter's Pike canal along the northern boundary of the Town. This project was completed on time and on budget.

Pursuant to the Town Council's Fiscal Year 2017-2018 legislative priorities, the State Legislature allocated \$1,000,000 for the Miami Lakes Canal Bank Stabilization Project- Phase II through the State of Florida Department of Environmental Protection (FDEP). The Project boundaries are along the residential, southern bank, of NW 170th Street, from the eastern property line of 7831 NW 169th Terrace, continuing west bound to approximately 3,200 total linear feet to approximately NW 83rd Place (See Figure 1: Location Map).

The Project will improve canal appearance and performance, reduce sediment accumulation, increase flood protection, prevent erosion of homes during high water events, and protect private property, minimize potential safety hazards created by steep canal banks, and result in an improved navigable and stable canal for Miami-Dade County and the Town to perform maintenance.

The Canal Stabilization Phase II project timeline is anticipated to be as follows:

Commence Design: August 2017

Public Outreach: January 2018
Construction Award: March 2018
Substantial Completion: December 2018

A budget revision to the FY2016-17 Amended Budget is required to cover project design and project management that will take place this fiscal year. This allocation will be reversed when the FY18 Adopted Budget recognizes the full \$1 million grant award. The proposed revision transfers \$132,000 from the Capital Projects Fund – Stormwater Improvements contingency to the Canal Stabilization line item in the Capital Projects Fund. (See attached “Exhibit A”). Local matching funds are not required as part of this grant.

Attached you will find the Standard Grant Agreement, LP1320D, inclusive of:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Exhibit A: Progress Report Form
- Exhibit D: Payment Request Summary Form

ATTACHMENTS:

Description

Figure 1: Location Map

Exhibit A

FDEP Standard Grant Agreement, LP1320D

Resolution

Figure 1: Location Map

Miami Lakes Canal Bank
Stabilization of Drainage Canal
Phase II



TOWN OF MIAMI LAKES
FY 2016-17 AMENDED BUDGET
CAPITAL PROJECTS FUND
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADJUSTED BUDGET	AMENDMENT	FY2016-17 AMENDED BUDGET	COMMENTS (AMENDMENT/REVISION)
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CAPITAL PROJECTS FUND

FACILITIES AND EQUIPMENT IMPROVEMENT

REVENUES

TRANSFER FROM IMPACT FEE FUND - POLICE	\$150,000		\$150,000
CAP PROJBUDGET CARRYFORWARD	\$123,581		\$123,581
TOTAL REVENUES:	\$273,581	\$0	\$273,581

EXPENDITURES

MACHINERY & EQUIPMENT	\$162,165		\$162,165
TRANSFER TO GENERAL FUND	\$111,416		\$111,416
TOTAL EXPENDITURES	\$273,581	\$0	\$273,581

PARKS IMPROVEMENTS

REVENUES

FDOT - 2017 HIGHWAY BEAUTIFICATION GRANT	\$100,000		\$100,000
CAP PARKS BUDGET CARRYFORWARD	\$662,513		\$662,513
GF TRANS PARKS OTHER	\$484,172		\$484,172
TRANS FR PARKS IMPACT FEE FUND	\$734,900		\$734,900
TOTAL REVENUES:	\$1,981,585	\$0	\$1,981,585

EXPENDITURES

DOG PARK	\$121,927		\$121,927
CIP RESERVE FOR PARKS	\$125,702		\$125,702
IT INFRASTRUCTURE	\$51,067		\$51,067
WEST LAKE NEIGHBORHOOD REFORESTATION PRG	\$100,000		\$100,000
TOTAL CLS ADMINISTRATIVE PROJECTS:	\$398,696	\$0	\$398,696

FDOT HIGHWAY BEAUTIFICATION	\$200,000		\$200,000
BMP - 154TH STREET AND PALMETTO	\$100,000		\$100,000
TOTAL GREENWAY AND TRAILS:	\$300,000	\$0	\$300,000

ROP COMM CTR PLAYGROUND	\$21,872		\$21,872
ROP BALLFIELDS IMPROVEMENTS	\$45,000		\$45,000
TOTAL ROYAL OAKS PARK PROJECTS:	\$66,872	\$0	\$66,872

PLAY PLAYGROUND RENOVATION	\$0		\$0
MINI PARKS COMM CENT EAST	\$20,315		\$20,315
TOTAL PARK -EAST (YOUTH CENTER):	\$20,315	\$0	\$20,315

MINI PARKS COMM CENT WEST	\$155,000		\$155,000
TOTAL PARK - WEST (MARY COLLINS):	\$155,000	\$0	\$155,000

MLOP CLUBHOUSE	\$528,402		\$528,402
MLOP CLUBHOUSE FURNITURE & FIXTURES	\$0		\$0
MLOP MARINA	\$140,000		\$140,000
MLOP STORAGE FACILITY	\$80,000		\$80,000
MLOP MASTER PLAN	\$100,000		\$100,000
TOTAL MIAMI LAKES OPTIMIST PARK	\$848,402	\$0	\$848,402

TOWN OF MIAMI LAKES
FY 2016-17 AMENDED BUDGET
CAPITAL PROJECTS FUND
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADJUSTED BUDGET	AMENDMENT	FY2016-17 AMENDED BUDGET	COMMENTS (AMENDMENT/REVISION)
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MINI PARKS IMPROVEMENTS	\$167,300		\$167,300	
TOTAL MINI PARKS	\$167,300	\$0	\$167,300	

BRIDGE PARK	\$25,000		\$25,000	
PAR 3 PARK	\$0		\$0	
PASSIVE PARK DEVELOPMENT	\$0		\$0	
TOTAL PASSIVE PARK DEVELOPMENT	\$25,000	\$0	\$25,000	

TOTAL PARKS IMPROVEMENTS EXPENDITURES	\$1,981,585	\$0	\$1,981,585	
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TRANSPORTATION IMPROVEMENTS

REVENUES

SECOND LOC OPT GAS TAXE 3 cent	\$164,080		\$164,080	
MPO GRANT	\$40,000		\$40,000	
SAFE ROUTES TO SCHOOL	\$111,981		\$111,981	
STATE GRANT	\$100,000		\$100,000	
MDC ROAD IMPACT FEE CONTRIBUTION			\$0	
TRANSF F/SRF PTP	\$26,276		\$26,276	
TRANSF FROM MOBILITY FEE FUND	\$700,000		\$700,000	
CAPTRANSP BUDGET CARRYFORWARD	\$1,286,342		\$1,286,342	
TOTAL REVENUES	\$2,428,679	\$0	\$2,428,679	

EXPENDITURES

TRAFFIC CALMING	\$0		\$0	
CIP RESERVE FOR TRANSPORT	\$18,910		\$18,910	
BUS SHELTER ACQUISITION	\$0		\$0	
59TH AVENUE EXTENSION, PUBLIC WORKS	\$191,334		\$191,334	
TRANSP LAKE MARTHA IMPROV	\$0		\$0	
TRANSP LAKE SARAH IMPROV	\$170,660		\$170,660	
SAFE ROUTES TO SCHOOL ALONG MLS	\$233,481		\$233,481	
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$74,750		\$74,750	
BEAUTIFICATION	\$48,592		\$48,592	
BEAUTIFICATION FDOT	\$147,597		\$147,597	
 WINDMILL GATE ROAD IMPROVEMENTS	 \$395,415		 \$395,415	
PALMETTO & NW 67TH AVENUE	\$164,000		\$164,000	
 GREENWAY AND TRAILS STRIPING	 \$5,143		 \$5,143	
PEDESTRIAN CROSSWALKS	\$20,358		\$20,358	
164TH STREET & NW 87TH AVENUE	\$1,439		\$1,439	
MIAMI LAKES GREEN (NW 77TH CT GREENWAY SOUTH)	\$72,000		\$72,000	
 154TH STREET & 77TH COURT	 \$0		 \$0	
COMPLETE STREETS IMPLEMENTATION PLAN	\$50,000		\$50,000	
BICYCLE/PEDESTRIAN IMPROVEMENTS	\$100,000		\$100,000	
146TH STREET UNDERPASS BRIDGE	\$170,000		\$170,000	
160TH STREET UNDERPASS BRIDGE	\$170,000		\$170,000	
ADAPTIVE SIGNALIZATION PROGRAM	\$290,000		\$290,000	
82ND AVENUE & OAK LANE RECONFIGURATION	\$70,000		\$70,000	
 64th AVENUE MILLING AND RESURFACING	 \$35,000		 \$35,000	

TOWN OF MIAMI LAKES
FY 2016-17 AMENDED BUDGET
CAPITAL PROJECTS FUND
Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADJUSTED BUDGET	AMENDMENT	FY2016-17 AMENDED BUDGET	COMMENTS (AMENDMENT/REVISION)
TOTAL EXPENDITURES:	\$2,428,679	\$0	\$2,428,679	
STORMWATER IMPROVEMENTS				
REVENUES				
STORMWATER GRANTS	\$425,000		\$425,000	
STORMWATER GRANTS - CANAL BANK	\$724,072		\$724,072	
CAPITAL SW BUDGET CARRYFORWD	\$646,492		\$646,492	
TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$0		\$0	
TRANSF IN-STORMWATER	\$468,967		\$468,967	
TOTAL REVENUES:	\$2,264,531	\$0	\$2,264,531	
EXPENDITURES				
83RD PLACE DRAINAGE	\$0		\$0	
ROYAL OAKS DRAINAGE & ROADWAY IMPROVS	\$0		\$0	
CANAL BANK STABILIZATION	\$769,072	\$132,000	\$901,072	Design and permitting of Phase 2 encompassing the southern portion bank of NW 170th Street from the end installation of Phase 1, continuing westbound for a total of 3,200 linear feet to approx NW 83rd Place
LAKE MARTHA DRAINAGE IMPROVEMENT	\$0		\$0	
LAKE SARAH IMPROVEMENT	\$1,275,740		\$1,275,740	
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$40,250		\$40,250	
STREET VACUUM TRUCK	\$0		\$0	
OPERATING CONTINGENCY- STORM	\$179,469	-\$132,000	\$47,469	
TOTAL EXPENDITURES:	\$2,264,531	\$0	\$2,264,531	
TOTAL CAPITAL FUND PROJECTS REVENUES	\$6,948,376	\$0	\$6,948,376	
TOTAL CAPITAL FUND PROJECTS EXPENDITURES	\$6,948,376	\$0	\$6,948,376	

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Agreement Number

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Entity Type:

Grantee Address: FEID: (Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: Project Location(s):
(If different from Agreement Number)

Project Description:

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

6. Department's Grant Manager	Grantee's Grant Manager
Name: _____	Name: _____
_____ or successor	_____ or successor
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9.

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
 - i. Attachment 2, Special Terms and Conditions
 - ii. Attachment 3, Grant Work Plan
 - iii. Standard Grant Agreement
 - iv. Attachment 1, Standard Terms and Conditions
 - v. Attachments other than the Grant Work Plan and Special Terms and Conditions, in numerical order as designated in the Standard Grant Agreement
 - vi. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department

making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. Interim Payments. Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect,

and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
 - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

- a. The Grantee shall submit status reports quarterly, unless otherwise specified in the Special Terms and Conditions, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly

reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports and deliverables submitted by the Grantee within thirty (30) calendar days.

11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
 - iii. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
 - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result.

THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a

public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; 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 any public entity.

- iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>)

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this

duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.

- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of the Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

37. Prohibited Local Government Construction Preferences.

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT No. LP1320D**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Miami Lakes Canal Bank Stabilization of Drainage Canal Phase II. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

There is no match required on the part of the Grantee under this Agreement.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

8. Miscellaneous Contract Terms.

a. No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. The work will not be performed on State-owned land.

d. Additional Requirements for Projects with Specific Line Item Appropriations. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

9. Additional Terms.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. LP1320D**

ATTACHMENT 3

PROJECT TITLE: Miami Lakes Canal Bank Stabilization of Drainage Canal Phase II.

PROJECT LOCATION: The Project will be located in the Royal Oaks neighborhood, which is located along the southern portion of NW 170th Street, from the End Installation of Phase I (STA 81+65.50) at the eastern property line of 7831 NW 169th Terrace, continuing west bound to approximately 3,200 total linear feet, within the Town of Miami Lakes in Miami-Dade County, Florida Lat/Long 25°55'39.45"N/ 80°20'15.39"W, See Figure 1 for a location map.

PROJECT BACKGROUND: In April 2012, the Town of Miami Lakes (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding within the Town and eliminate or reduce the problem. Canal maintenance and sediment control were identified as priorities of the Town. Many of the drainage canals throughout the Town of Miami Lakes were built decades ago and have experienced significant bank erosion, occurring adjacent to private properties and Town land and roadways, compromising structural efficacy. The 2017-2018 legislative appropriation will construct Phase II of the Project. Stabilizing Phase II of the canal will prevent further erosion, protect millions in property values, and reduce discharge of soils and pollutants to the canal, resulting in less sediment accumulation.

PROJECT DESCRIPTION: The Grantee will design and construct a system that will stabilize approximately 3,200 linear feet of the south portion of the Golden Glades Canal. The Miami Lakes Canal Bank Stabilization of Drainage Canal Phase II Project will improve canal appearance and canal performance, reduce sediment accumulation, increase flood protection, prevent erosion of homes during high water events, and protect private property values and ad valorem revenue. In addition, the Project will result in an improved navigable canal for Miami-Dade County to perform applicable maintenance. Furthermore, the Project will reduce sedimentation, minimize potential safety hazards created by steep canal banks, and improve the aesthetics of the canal bank, thereby enhancing Town residents' quality of life. Moreover, the Project will provide improved vegetation (the re-introduction of native plant species in the area) to prevent bank erosion, water pollution, soil loss, wildlife habitat loss, and property loss.

TASKS and DELIVERABLES:

Task #1: Pre-Design Study

Task Description: The Grantee will perform a pre-design analysis of the Miami Lakes Canal Bank Stabilization of Drainage Canal Phase II and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

Deliverable: Final pre-design report submitted electronically to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the final pre-design report.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #2: Design and Permitting

Task Description: The Grantee has procured professional engineering services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of the Miami Lakes Canal Bank Stabilization of Drainage Canal Phase II and obtain all necessary permits for construction of the project. The Grantee will submit documentation of design and permitting, as described below.

Deliverables: Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating percent complete of design tasks from time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task #3: Bidding and Contractor Selection

Task Description: The Grantee will subcontract the construction of the Miami Lakes Canal Bank Stabilization of Drainage Canal Phase II with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverable: Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents, if applicable; 3) electronic copy of bid package; 4) written notice of selected contractor; and 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #4: Project Management

Task Description: The Grantee will subcontract project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Task #5: Construction

Task Description: The Grantee will construct the Miami Lakes Canal Bank Stabilization of Drainage Canal Phase II, approximately, 3,200 linear feet of canal bank. Construction of canal modifications and stabilization will be conducted by the selected contractor, following the competitive bid process.

Deliverable: Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor's Application and Certification for Payment, 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents.

Performance Standard: The Department's Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date	Deliverable Due Date
1	Pre-Design Study	Contractual Services	\$20,000	07/01/17	06/01/2020	07/01/20
2	Design and Permitting	Contractual Services	\$91,224	07/01/17	06/01/2020	07/01/20
3	Bidding and Contractor Selection	Contractual Services	\$41,776	07/01/17	06/01/2020	07/01/20
4	Project Management	Contractual Services	\$25,000	7/1/17	06/01/2020	07/01/20
5	Construction	Contractual Services	\$822,000	07/01/17	06/01/2020	07/01/20
Total:			\$1,000,000			

Figure 1: Location Map

The map displays the project location within Miami Lakes, Florida. The project area is highlighted in green, located near NW 164th St and NW 82nd Ave. Key landmarks include Don Shula's Golf Club, Lake Ruth, and the Vista Memorial Gardens Cemetery. Major roads like I-75, I-95, and Gratiigny Pkwy are also visible.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$1,000,000	140047

				Total Award	\$1,000,000	
--	--	--	--	-------------	-------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

EXHIBIT D
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. LP1320D Agreement Effective Dates: _____

Town of Miami Lakes

Grantee:

(Name & Mailing Address)

6601 Main Street

Miami Lakes, Florida 33014

Grantee's Grant Manager

Renee Jean

Performance Period (Start date – End date): _____ Date of Request: _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. LP1320D and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in ***Check all that apply:***
- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:	LP1320D						
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to Dena.VanLandingham@dep.state.fl.us. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Remit Payment Request by E-mail to: Dena.VanLandingham@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP1320D_Disb_1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Dena VanLandingham

Dena.VanLandingham@dep.state.fl.us

Exhibit A

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP1320D and accurately reflects the activities associated with the project.

Date _____

RESOLUTION NO.17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ACCEPT GRANT FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE A GRANT AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE MIAMI LAKES CANAL BANK STABILIZATION PROJECT PHASE II IN THE AMOUNT OF \$1,000,000; AUTHORIZING THE TOWN MANAGER TO REVISE THE BUDGET APPROVED FOR FISCAL YEAR 2016-17 BY ORDINANCE NO. 16-197, AS AMENDED BY ORDINANCE NO. 17-199; REVISING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town Resolution No. 2017-1422 set the Legislative Priorities for Fiscal Year 2017-2018 and authorized the Town Manager to pursue funding for Legislative Priorities; and

WHEREAS, the Canal Bank Stabilization Project Phase II was identified as one of the Legislative Priorities of the Town; and

WHEREAS, the Phase II Project is located along the southern portion of NW 170th Street, from the End Installation of Phase I (STA 81+65.50) at the eastern property line of 7831 NW 169th Terrace, continuing west bound to approximately 3,200 total linear feet to approximately NW 83rd Place; and

WHEREAS, the Town submitted a Local Funding Initiative Request for Fiscal Year 2017-2018 in the amount of \$1,000,000 for the Miami Lakes Canal Bank Stabilization Project Phase II; and

WHEREAS, the State of Florida awarded the Town of Miami Lakes \$1,000,000 through the 2017-2018 Legislative Line Item Appropriation 1606A-HB2047 to fund the Project; and

WHEREAS, funds will be made available through a cost reimbursement grant and does not contain a match requirement from the Town; and

Resolution No. 17-_____

WHEREAS, A budget revision to the Fiscal Year 2016-17 Amended Budget in the amount of \$132,000 is needed to fund the cost of design and project management; and

WHEREAS, the funds require execution of a Standard Grant Agreement between the State of Florida Department of Environmental Protection and the Town to complete the Project.

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

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

Section 2. Approval of Agreement. The Town Council hereby approves the Grant Agreement between the Florida Department of Environmental Protection and the Town of Miami Lakes, in substantially the same form as “Exhibit B” attached hereto.

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 Grant Agreement.

Section 4. Line Item Modification. The Budget for Fiscal Year 2016-2017 adopted in Ordinance No. 16-197, and subsequently amended by Ordinance No. 17-199, is hereby revised, as reflected in “Exhibit A” attached hereto. The revisions for each fund are within the approved expenditure authority for Fiscal Year 2016-2017. The Town Council hereby revises the budget as set forth therein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments and/or line item revisions necessary to close out the Fiscal Year within each department’s expenditure authority.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Grant Agreement.

Section 6. Execution of the Agreement. The Town Manager is authorized to execute the Grant Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

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

Resolution No 17 - _____

Passed and adopted this _____ day of _____ 2017.

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 Tony Lama _____

Councilmember Luis Collazo _____

Councilmember Tim Daubert _____

Councilmember Ceasar Mestre _____

Councilmember Frank Mingo _____

Councilmember Nelson Rodriguez _____

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 – BUDGET REVISION SUMMARY

EXHIBIT B – STANDARD GRANT AGREEMENT



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Town of Miami Lakes v. PGIT
Date: 7/25/2017

Recommendation:

It is recommended that the Town Council approve a proposed settlement agreement in the matter Town of Miami Lakes vs. Preferred Governmental Insurance Trust, Eleventh Judicial Circuit, in and for Miami-Dade County, Case No. 2016 004682 CA 01.

Background:

Attached hereto is the latest draft of the Settlement Agreement. The main concern in this draft is obviously the issue of indemnifying PGIT in the event the former Mayor decides to somehow proceed with litigation against the insurance company. The Trujillo Vargas firm has agreed to represent the Town at a cost not exceed \$50,000.00 plus costs. Attached hereto is a Memorandum from the Trujillo Vargas firm acknowledging that they will proceed with the defense of same in the event that it becomes necessary. It is recommended that the Council accept the settlement. The principal terms of the Settlement Agreement are that the insurance carrier will pay \$500,000.00 which will be a net of \$300,000.00 to the Town after the contingency fee payment to the law firm representing the Town. In addition the insurance carrier will be paying thirty (30%) percent of all costs incurred by the Town after May 1, 2017, including settlements at the rate of thirty (30%) percent of the costs incurred, not to exceed the sum of \$200,000.00.

ATTACHMENTS:

Description

Trujillo Vargas Letter

Settlement Agreement Exhibit A

Resolution



815 Ponce De Leon Blvd, 3rd Floor
Coral Gables, FL 33134
Tel: 305.631.2528 | Fax: 305-631-2741

July 19, 2017

Town of Miami Lakes
Town Hall
6601 Main Street
Miami Lakes, FL 33014

Dear Town Council:

Please allow this correspondence to confirm that in consideration of the potential settlement in the matter styled *Town of Miami Lakes v. Preferred Governmental Insurance Trust* ("PGIT"), Miami-Dade County Case No. 2016-4682, my firm hereby agrees to represent and defend the Town in any litigation initiated by Mr. Michael Pizzi against the Town for any claims he may have that relate to the coverage provided by the PGIT policy.

In the unlikely event that such representation is required, our firm agrees to represent and defend the Town in any such litigation at the same, alternative blended hourly rate approved by the Town in the current litigation, or \$350.00, plus costs, with a fee cap of \$50,000.00, plus costs.

Should you require any further elaboration on this point, I am available to discuss with you at any time.

Sincerely,

Matthew Lee Baldwin, Esq.

GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS

DEFINITIONS:

A. As used in this Release, “Plaintiff” shall mean TOWN OF MIAMI LAKES (“the Town”), a municipal corporation organized and existing under the laws of the State of Florida, as well as its past, present, and future agents, agencies, officials, commissioners, council members, mayors, employees, boards, representatives, attorneys, successors, and assigns, in both their individual and official capacities, and any entity or person in privity with it, jointly or severally, singular or plural, wherever the context so admits or requires.

B. As used in this Release, the term “Defendant” shall mean PREFERRED GOVERNMENTAL INSURANCE TRUST (“Preferred”), as well as its past, present, and future agents, employees, representatives, attorneys, successors, assigns, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires, including but not limited to Preferred Governmental Claims Solutions, Inc. (“PGCS”).

C. As used in this Release, the term “Insurer” shall include THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY (“PESLIC”), as well as its respective agents, employees, representatives, attorneys, successors, assigns, reinsurers, and any entity or person in privity with them, jointly or severally, singular or plural, whenever the context so admits or requires.

RECITALS:

WHEREAS, Plaintiff alleges that on or about August 21, 2014, former Mayor of the Town Michael A. Pizzi, Jr. (“Pizzi”) filed a Petition for Writ of Mandamus with the Florida Supreme Court (the “Mandamus Action”), seeking an order requiring the Florida Governor to lift an Executive Order suspending Pizzi as Mayor, and on or about December 22, 2014, the Governor revoked the Executive Order of suspension; and

WHEREAS, Plaintiff alleges that on or about January 6, 2015, Pizzi filed a Complaint against Plaintiff seeking a declaration that he was entitled to resume his duties as Mayor through the end of his term, and on or about March 31, 2015, the trial court issued a Final Declaratory Judgment granting this requested relief, and on or about April 24, 2015, an appellate court affirmed this ruling (the “Reinstatement Litigation”); and

WHEREAS, Plaintiff alleges that on or about August 20, 2015, Pizzi filed a Complaint for Declaratory Relief and for Common Law Payment Resulting from Successful Defense to Criminal Charges Arising Out of Duties of Public Office against Plaintiff, seeking reimbursement for legal fees and costs incurred by Pizzi in his defense to certain federal criminal charges (the “Criminal Defense Expenses Suit,” Miami-Dade Circuit Court Case No.: 15-019303-CA (05)); and

WHEREAS, Plaintiff alleges that on or about August 20, 2015, Pizzi filed a Complaint for Common Law Payment and Reimbursement and for Declaratory Relief Arising From Resumption to Elected Office Litigation against Plaintiff, seeking reimbursement for legal fees and costs incurred in the Mandamus Action and the circuit and appellate court Reinstatement Litigation against Plaintiff (the “Reinstatement Litigation Expenses Suit,” Miami-Dade Circuit Court Case No.: 15-019296-CA (25)); and

WHEREAS, Plaintiff alleges that at all material times, it held a Coverage Agreement with Defendant that provided liability coverage to Plaintiff for public officials and employment practices, Agreement Number PK FL1 0132027 14-06 (“Coverage Agreement”); and

WHEREAS, Plaintiff alleges that on or about September 24, 2015, Defendant denied coverage for both the Reinstatement Litigation Expenses Suit and the Criminal Defense Expenses Suit; and

WHEREAS, Plaintiff alleges that on or about December 22, 2015, Plaintiff and Pizzi reached a settlement agreement in the Reinstatement Litigation Expenses Suit; and

WHEREAS, as of this date, the Criminal Defense Expenses Suit remains pending between Plaintiff and Pizzi; and

WHEREAS, Plaintiff alleges that Defendant breached the terms of the Coverage Agreement by failing to provide a defense to the Town in each of the Reinstatement Litigation Expenses Suit and the Criminal Defense Expenses Suit, and by failing to indemnify the Town against damages in each of the Reinstatement Litigation Expenses Suit and the Criminal Defense Expenses Suit; and

WHEREAS, as a result of the aforesaid alleged breaches, Plaintiff claims to have sustained damages, including attorneys’ fees and costs incurred by Plaintiff in the defense of both the Reinstatement Litigation Expenses Suit and the Criminal Defense Expenses Suit, damages sustained in the Reinstatement Litigation Expenses Suit, and damages in the Criminal Defense Expenses Suit that may potentially be suffered in the future; and

WHEREAS, as a result of the aforesaid allegations, alleged breaches, and alleged damages, Plaintiff filed a complaint in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2016-004682-CA-01, naming PREFERRED GOVERNMENTAL INSURANCE TRUST as Defendant (hereinafter “Coverage Case”); and

WHEREAS, Defendant and Insurer have denied and continue to deny any wrongdoing and have denied and continue to deny any liability for the allegations which are the subject matter of the aforesaid Coverage Case, but are desirous of entering into a

compromise settlement of this claim in good faith, to avoid future litigation and attendant costs; and

WHEREAS, Plaintiff has agreed to accept the following sums, in full and final compromise settlement of any and all claims it may have, whether known or unknown, against Defendant and/or Insurer arising out of or resulting from the above-described allegations, alleged breaches, alleged damages, and/or Coverage Case, and any disputes between the parties, including those claims which were or could have been asserted in the aforementioned Coverage Case, and further agrees to dismiss, with prejudice, any and all claims that are currently pending or that may be filed in the future against Defendant and/or Insurer arising out of the above-described allegations, alleged breaches, or alleged damages:

- (1) **GUARANTEED PAYMENT:** Total sum of FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00), representing full and final satisfaction of any and all claims, demands, or causes of action which Plaintiff may have against either Defendant or Insurer for those amounts paid by Plaintiff, to-date, in the form of either damages, attorneys' fees, back pay, costs, indemnity, or settlement, in any way associated with or arising out of any of the claims which were asserted by Pizzi arising out of, related to, or in any way connected to: (a) the federal criminal charges brought against Pizzi; (b) the Mandamus Action; (c) the Reinstatement Litigation; (d) any other efforts engaged in by Pizzi to seek reinstatement to the office of Mayor; (e) Pizzi's efforts to seek reimbursement for his litigation fees and costs for his defense to the aforementioned federal criminal charges; (f) Pizzi's efforts to seek reimbursement for his litigation fees and costs associated with his Mandamus Action; (g) Pizzi's efforts to seek reimbursement for his litigation fees and costs for his Reinstatement Litigation; (h) Pizzi's efforts to seek reimbursement for his litigation fees and costs for any other of Pizzi's efforts to seek reinstatement to the office of Mayor; (i) Plaintiff's filing and prosecution of the above-referenced Coverage Case, including but not limited to those amounts incurred by the Town in its own representation in that Coverage case.
- (2) **CONTINGENT PAYMENT:** Contribution of thirty percent (30%) of the Plaintiff's liability, settlement payment, or attorneys' fees or costs, up to a capped amount not to exceed TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00), which directly relate to defending or resolving the pending Criminal Defense Expenses Suit with Pizzi and are incurred by Plaintiff after May 1, 2017.¹

¹ It is understood and agreed that any and all litigation costs (attorneys' fees and other attendant litigation expenses)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said and undersigned Plaintiff, for and in consideration of the payment of the total sum of FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) to him in hand paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the promise of payment of the aforementioned CONTINGENT PAYMENT upon satisfaction of the aforementioned contingencies, does hereby remise, release, and forever discharge Defendant and Insurer of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever in law or in equity, whether known or unknown, which Plaintiff ever had, now has, or which any past, present, or future agent, agency, official, commissioner, council member, mayor, employee, board, representative, attorney, successor, or assign of Plaintiff, hereafter can, shall, or may have, against Defendant and Insurer by reason of any matter, cause or thing, related, associated with, or arising out of the above-described allegations, the above-described alleged breaches, the above-described alleged damages, the allegations and claims raised in the Coverage Case, any and all claims which Plaintiff has or could have against Defendant or Insurer arising out of or related to any claim(s) which Pizzi or his counsel have or could have asserted against Plaintiff for any reason, and any and all claims which were or could have been asserted in that certain Coverage Case referenced above, and including, but not limited to, any and all claims for compensatory damages, back pay, injunctive relief, declaratory relief, punitive damages, interest, costs, attorney's fees, breach of contract claims, insurance coverage declaration claims, federal claims, state statutory or common law claims, and any other claim or damage of any nature whatsoever.

As a further consideration and inducement for this compromise settlement, Plaintiff agrees to defend, indemnify, and hold harmless Defendant and Insurer from any and all claims which may be brought against said Defendant or Insurer in the future by Pizzi or Pizzi's various counsel, including their executors, administrators, personal representatives, successors, and assigns, and any entity or person in privity with Pizzi or Pizzi's various counsel, seeking payment of any attorneys' fees, costs, or other amounts arising out of or related to any of the claims or litigation described herein.

As a further consideration and inducement for this compromise settlement, in the event Plaintiff negotiates a compromise settlement of the Criminal Defense Expenses Suit with Pizzi and his various counsel, Plaintiff agrees to include as a condition of said compromise settlement, a full and final release from Pizzi and his various counsel in favor

incurred by Plaintiff prior to May 2, 2017 related to the direct defense of Plaintiff for the pending Criminal Defense Expenses Suit, are subsumed in the settlement payment described above as the "GUARANTEED PAYMENT."

of Defendant and Insurer, releasing any and all claims which Pizzi or his various counsel, including their executors, administrators, personal representatives, successors, and assigns, and any entity or person in privity with Pizzi or Pizzi's various counsel, may have against Defendant or Insurer, arising out of or related to any claim(s) which Pizzi or his various counsel have or could have asserted against Plaintiff, Defendant, or Insurer, for any reason relating to, or arising out of, any claim and any litigation described herein.

As a further consideration and inducement for this compromise settlement, Plaintiff agrees that upon receipt of the settlement funds and satisfaction of the other settlement terms described herein, Plaintiff will dismiss with prejudice the above-mentioned Coverage Case against Defendant. The parties agree that the Court in the above-mentioned Coverage Case will maintain jurisdiction to enforce the terms of this General Release and Settlement of All Claims.

The parties acknowledge that the above-referenced settlement terms contemplate and are premised upon a global resolution of the entire dispute, with the sole exception being the "CONTINGENT PAYMENT," if necessary, with respect to the pending Criminal Defense Expenses Suit. Accordingly, the payments referenced above are not severable, and, absent a finding of liability or a settlement of the Criminal Defense Expenses Suit brought by Pizzi against Plaintiff, and absent any litigation costs incurred by Plaintiff after May 1, 2017 that are related to the direct defense of Plaintiff for the pending Criminal Defense Expenses Suit, the "CONTINGENT PAYMENT" referenced above shall not be payable.

Defendant and Insurer agree that within twenty (20) days of receipt of the original executed General Release and Settlement of All Claims, Defendant and Insurer will remit to Plaintiff the above-described GUARANTEED PAYMENT.

Defendant and Insurer agree that within twenty (20) days of receipt of proof of full and final satisfaction of the conditions of the above-described CONTINGENT PAYMENT, Defendant and Insurer will remit to Plaintiff the above-described CONTINGENT PAYMENT.

Plaintiff, Defendant, and Insurer agree to otherwise bear their own attorneys' fees and costs associated with this dispute.

This General Release and Settlement of All Claims shall not be construed as an admission of fault, responsibility, or liability by Defendant and/or Insurer but is rather a compromise settlement designed to avoid further litigation and attendant costs. Defendant

and Insurer specifically deny liability for the claims brought by Plaintiff, deny all allegations of Plaintiff and deny any wrongdoing whatsoever. Plaintiff, Defendant, and Insurer agree that neither the fact that a settlement has been reached, nor the terms of said settlement, may be admissible in any future proceeding, except a proceeding to enforce the terms of this General Release and Settlement of All Claims.

Plaintiff acknowledges and agrees that this is a General Release and Settlement of All Claims. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which if known, would materially affect the Plaintiff's decision to enter into this settlement and provide this General Release and Settlement of All Claims. Plaintiff has accepted payment of the sums specified herein as a complete compromise of all disputed issues of law and fact addressed and contemplated herein.

The undersigned further warrants that no promise or inducement not herein expressed has been made; that payment of above-mentioned sums is in full and final compromise settlement and full and final satisfaction of all the aforesaid actions, claims, and demands whatsoever; that this Release is given in good faith and discharges Defendant and Insurer from all liability; that the undersigned is over 18 years of age, legally competent to execute this Release, has read the contents of this Release, and signs this General Release and Settlement of All Claims with advice of counsel and full knowledge and appreciation of its meaning.

IN WITNESS WHEREOF, the undersigned hereby sets his hand and seal to this General Release and Settlement of All Claims this _____ day of June, 2017.

Signed, sealed and delivered in the presence of:

Witness:

STATE OF FLORIDA
COUNTY OF _____

TOWN OF MIAMI LAKES, FLORIDA,
By its duly authorized representative

The foregoing General Release and Settlement of All Claims was acknowledged before me this _____ day of June, 2017, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

My Commission Expires:

Print:

(Seal)

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF MIAMI LAKES, FLORIDA APPROVING AND
RATIFYING THE TERMS AND CONDITIONS OF A
SETTLEMENT AGREEMENT PERTAINING TO THE
FOLLOWING MATTER TOWN OF MIAMI LAKES vs.
PREFERRED GOVERNMENTAL INSURANCE TRUST
(CASE NO. 2016-04682-CA-01); AND PROVIDING FOR
AUTHORIZATION; PROVIDING FOR EXECUTION; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on August 20, 2015, the former mayor, Michael Pizzi, Jr. filed a Complaint against the Town of Miami Lakes (the “Town”) for reimbursement of alleged attorney’s fees and costs incurred and arising out of federal criminal charges (“Criminal Matter”); and

WHEREAS, on August 20, 2015, former Mayor Michael Pizzi, Jr. filed a Complaint against the Town for reimbursement of alleged attorney’s fees and costs incurred and arising out of his lawsuit against the Town for reinstatement as mayor (“Reinstatement Matter”); and

WHEREAS, the Town is insured by Preferred Governmental Insurance Trust (“Preferred”); and

WHEREAS, Preferred denied the Town’s coverage claim for the Criminal Matter and Reinstatement Matter.

WHEREAS, on December 22, 2015, the Town and the former mayor, Michael Pizzi, Jr. reached a settlement agreement regarding the Reinstatement Matter; and

WHEREAS, of this date the Criminal Matter remains pending between the former mayor, Michael Pizzi, Jr. and the Town; and

WHEREAS, the Town believes that Preferred breached the terms of its coverage agreement with the Town by failing to provide the Town with defense; and

WHEREAS, due to Preferred’s failure to provide coverage, the Town filed a law suit against Preferred in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (Case No. 2016-04682 CA 01) (“Coverage Lawsuit”); and

WHEREAS, for valuable consideration, the Town and Preferred have agreed to settle the Coverage Lawsuit pending in Circuit Court; and

WHEREAS, the Town seeks to avoid the expense, delay, and uncertainty of continued litigation and wishes to resolve the under the terms of a Settlement Agreement, attached hereto as Exhibit “A” (the “Settlement Agreement”); and

WHEREAS, the Town Council desires to approve and ratify the Settlement Agreement;
and

WHEREAS, the Town Council finds that settlement of the Coverage Lawsuit Lawsuit 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. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Approval and Ratification. The Settlement Agreement attached hereto as Exhibit
“A” is hereby approved and ratified.

Section 3. Authorization. The Town Manager, the Town Attorney, are authorized to take all
actions necessary to implement the terms and conditions of the Settlement Agreement.

Section 4. Execution. The Town Manager is authorized to execute the Settlement Agreement
and any required agreements and/or documents to implement the terms and conditions of the
Settlement Agreement on behalf of the Town, subject to approval by the Town Attorney as to
form, content, and legality.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of July, 2017.

The foregoing Resolution was moved for adoption by _____ and seconded by _____, and upon being put to a vote, the vote was as follows:

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

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: F71 and F69 and Associated Public Records v. Town of Miami Lakes
Date: 7/25/2017

Recommendation:

It is recommended that the Town Council approve the enclosed Settlement Agreement.

Background:

See Attached Memorandum

ATTACHMENTS:

Description

Memorandum

Resolution

Settlement Agreement -Exhibit A



WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

MEMORANDUM

TO: Honorable Mayor and Town Council of the Town of Miami Lakes

FROM: Matthew Ramenda, Esq. and Haydee Sera, Esq.

DATE: July 25, 2017

RE: Proposed settlement of *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the “Breach of Contract Lawsuit”) and the following lawsuits (the “Public Records Lawsuits”):
F71-1, LLC v. Ceasar Mestre (Case No.: 2017-006866-CA-01);
F71-1, LLC v. Manny Cid (Case No.: 2017-006887-CA-01);
F71-1, LLC v. Tim Daubert (Case No.: 2017-006885-CA-01);
F71-1, LLC v. Tony Lama (Case No.: 2017-006891-CA-01);
F71-1, LLC v. Frank Mingo (Case No.: 2017-006892-CA-01); and
F71-1, LLC v. Nelson Rodriguez (Case No.: 2017-006900-CA-01)

Recommendation:

It is recommended that the Town Council adopt the proposed Resolution approving and ratifying a Settlement Agreement and Release between the Town and F71-1, LLC and F69-1, LLC.

Background:

On March 28, 2011, the Town Council of the Town of Miami Lakes (the “Town”) adopted Resolution No. 11-883, which approved a Chapter 163, Florida Statutes, Development Agreement (the “Development Agreement”) concerning the future development of certain Property more particularly defined therein as “Parcel A,” “Parcel B,” and “Parcel C,” which Property is generally located at the northeast and northwest corners of NW 154th Street and NW 87th Avenue.

Pursuant to Sections 9 and 10 of the Development Agreement, the first developer (“First Developer”) of any of the three parcels identified in the Development Agreement is required to complete the following roadway infrastructure improvements (“Roadway Improvements”):

1. construction of an additional southbound left-turn lane at NW 82nd Avenue and

- NW 154th Street;
2. construction of an exclusive westbound right-turn lane at NW 82nd Avenue and NW 154th Street;
3. construction of an exclusive eastbound right-turn lane at NW 82nd Avenue and NW 154th Street;
4. construction of an additional eastbound through lane on NW 154th Street from NW 79th Court to NW 77th Court;
5. construction of an additional southbound left-turn lane at NW 154th Street and NW 79th Avenue; and,
6. construction of an exclusive northbound right-turn lane at NW 138th Street and NW 87th Avenue.
7. completion of construction of NW 154th Street to 60 feet west of NW 89th Avenue prior to issuance of the first building permit, and
8. completion of landscaping of NW 87th Avenue adjacent to its property (including medians).

Parcel A was acquired by Lennar Homes LLC (“Lennar”) who became the “First Developer” under the Development Agreement.

On June 7, 2016, the Town Council, pursuant to Resolution 15-1336 and Ordinance 16-192, adopted a resolution confirming that Lennar could satisfy the Town’s transportation concurrency requirements for the residential development of the Property by paying the applicable mobility fee. Pursuant to Resolution 15-1336 and Ordinance 16-192, the First Developer and the Town have agreed to dispense with the required construction of Item Nos. 1 through 5 of the Roadway Improvements in exchange for the payment by the First Developer of a mobility fee. Item No. 6 of the Roadway Improvements is not within the jurisdiction of the Town. Lennar has agreed to perform and is in the process of completing Item No. 7 of the Roadway Improvements and Miami-Dade County has agreed to perform and is in the process of completing Item No. 8 of the Roadway Improvements.

On June 23, 2016, F71-1, LLC and F69-1, LLC filed a lawsuit against the Town alleging breach of the Development Agreement. The lawsuit is pending in Miami-Dade Circuit Court as *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the “Breach of Contract Lawsuit”).

On March 22, 2017, F71-1, LLC filed six separate lawsuits against the Town Councilmembers alleging violations of Chapter 119, Florida Statutes (Florida’s Public Records Act). The lawsuits are pending in Miami-Dade Circuit Court as follows: *F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01); *F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01); *F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01); *F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01); *F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and *F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01) (collectively, the “Public Records Lawsuits”). F71-1, LLC later amended the Public Records Lawsuits to include the Town as a defendant.

The Town, F71-1, LLC, and F69-1, LLC are conducting settlement negotiations to resolve the Breach of Contract Lawsuit and the Public Records Lawsuits. It is anticipated that a Settlement Agreement and Release will be presented to the Town Council for consideration and approval at the July 25, 2017 Town Council meeting.

Attachments:

1. Resolution
2. Resolution - Exhibit A: Settlement Agreement and Release *(The Settlement Agreement and Release are being finalized. It is anticipated that a Settlement Agreement and Release in substantially the attached form will be presented to the Town Council. If changes are made, the Council will be advised accordingly.)*

RESOLUTION NO. 17-_____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF MIAMI LAKES, FLORIDA APPROVING AND
RATIFYING THE TERMS AND CONDITIONS OF A
SETTLEMENT AGREEMENT AND RELEASE
PERTAINING TO THE FOLLOWING MATTERS:**

- **F71-1, LLC AND F69-1, LLC V. TOWN OF MIAMI LAKES (CASE NO.: 2016-015279-CA-01);**
- **F71-1, LLC V. CEASAR MESTRE (CASE NO.: 2017-006866-CA-01);**
- **F71- 1, LLC V. MANNY CID (CASE NO.: 2017-006887-CA-01);**
- **F71-1, LLC V. TIM DAUBERT (CASE NO.: 2017- 006885-CA-01);**
- **F71-1, LLC V. TONY LAMA (CASE NO.: 2017-006891-CA-01);**
- **F71-1, LLC V. FRANK MINGO (CASE NO.: 2017-006892-CA-01; AND**
- **F71-1, LLC V. NELSON RODRIGUEZ (CASE NO.: 2017-006900- CA-01); AND**

**PROVIDING FOR AUTHORIZATION; PROVIDING FOR
EXECUTION; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, on March 28, 2011, the Town Council of the Town of Miami Lakes (the “Town”) adopted Resolution No. 11-883, which approved a Chapter 163, Florida Statutes, Development Agreement (the "Development Agreement") concerning the future development of certain Property more particularly defined therein as “Parcel A,” “Parcel B,” and “Parcel C;” and

WHEREAS, pursuant to Sections 9 and 10 of the Development Agreement, the first developer (“First Developer”) of any of the three parcels identified in the Development Agreement is required to complete certain roadway infrastructure improvements (“Roadway Improvements”); and

WHEREAS, a dispute has arisen between F71-1, LLC and F69-1, LLC (“F71-1, LLC” and “F69-1, LLC”) and the Town concerning F71-1, LLC and F69-1, LLC’s remaining obligations regarding the Roadway Improvements, which dispute is pending in Miami-Dade Circuit Court and styled *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the “Breach of Contract Lawsuit”); and

WHEREAS, disputes have also arisen between F71-1, LLC and Town Councilmembers and the Town concerning alleged violations of Chapter 119, Florida Statutes, which disputes are pending in Miami-Dade Circuit Court and are styled as follows (collectively, the “Public Records Lawsuits”): *F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01); *F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01); *F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01); *F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-CA-01); *F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and *F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01); and

WHEREAS, the Town and F71-1, LLC and F69-1, LLC have agreed to settle the Breach of Contract Lawsuit and the Public Records Lawsuits; and

WHEREAS, the Town seeks to avoid the expense, delay, and uncertainty of continued litigation and wishes to resolve the Breach of Contract Lawsuit and the Public Records Lawsuits under the terms of a Settlement Agreement and Release, attached hereto as Exhibit “A” (the “Settlement Agreement”); and

WHEREAS, the Town Council desires to approve and ratify the Settlement Agreement; and

WHEREAS, the Town Council finds that settlement of the Breach of Contract Lawsuit and the Public Records Lawsuits and approval and ratification of the Settlement Agreement 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. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Approval and Ratification. The Settlement Agreement attached hereto as Exhibit “A” is hereby approved and ratified.

Section 3. Authorization. The Town Manager, the Town Attorney, and litigation counsel at Weiss Serota Helfman Cole & Bierman, P.L. are authorized to take all actions necessary to implement the terms and conditions of the Settlement Agreement.

Section 4. Execution. The Town Manager is authorized to execute the Settlement Agreement, in substantially the same form as Exhibit “A,” and any required agreements and/or documents to implement the terms and conditions of the Settlement Agreement on behalf of the Town, subject to approval by the Town Attorney as to form, content, and legality.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of July, 2017.

The foregoing Resolution was moved for adoption by _____ and seconded by _____, and upon being put to a vote, the vote was as follows:

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

Manny Cid
MAYOR

Attest:

Gina Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A
(Settlement Agreement and Release)

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into by and between F71-1, LLC and F69-1, LLC (“F71-1, LLC and F69-1, LLC”) and the Town of Miami Lakes (“Town”), on the terms and conditions set forth below (F71-1, LLC and F69-1, LLC and Town are collectively referred to as the “Parties” and individually as a “Party”):

WHEREAS, on March 28, 2011, the Town adopted Resolution 11-883 which approved a Chapter 163, Florida Statutes, Development Agreement (the "Development Agreement") concerning the future development of certain Property more particularly defined therein as “Parcel A”, “Parcel B” and “Parcel C”;

WHEREAS, pursuant to Sections 9 and 10 of the Development Agreement, the first developer (“First Developer”) of any of the three parcels identified in the Development Agreement is required to complete the following roadway infrastructure improvements (“Roadway Improvements”):

1. construction of an additional southbound left-turn lane at NW 82nd Avenue and NW 154th Street (see Exhibit A);
2. construction of an exclusive westbound right-turn lane at NW 82nd Avenue and NW 154th Street (see Exhibit A);
3. construction of an exclusive eastbound right-turn lane at NW 82nd Avenue and NW 154th Street (see Exhibit A);
4. construction of an additional eastbound through lane on NW 154th Street from NW 79th Court to NW 77th Court (see Exhibits B and C);
5. construction of an additional southbound left-turn lane at NW 154th Street and NW 79th Avenue (see Exhibit C); and,
6. construction of an exclusive northbound right-turn lane at NW 138th Street and NW 87th Avenue.
7. completion of construction of NW 154th Street to 60 feet west of NW 89th Avenue prior to issuance of the first building permit, and
8. completion of landscaping of NW 87th Avenue adjacent to its property (including medians);

WHEREAS, “Parcel A” was acquired by Lennar Homes LLC (“Lennar”) who became the “First Developer” under the Development Agreement;

WHEREAS, the First Developer and the Town, by Resolution 16-1383, have agreed pursuant to Resolution 15-1336 and Ordinance 16-192 to dispense with the required construction of Item Nos. 1 through 5 of the Roadway Improvements in exchange for the payment by the First Developer of a mobility fee;

WHEREAS, Item No. 6 of the Roadway Improvements is not within the jurisdiction of the Town;

WHEREAS, Lennar has agreed to perform and is in the process of completing Item No. 7 of the Roadway Improvements;

WHEREAS, Miami-Dade County has agreed to perform and is in the process of completing Item No. 8 of the Roadway Improvements;

WHEREAS, a dispute (the “Dispute”) has arisen between the Parties concerning the F71-1, LLC and F69-1, LLC’s remaining obligations regarding the Roadway Improvements; and

WHEREAS, the Parties desire to enter into this Agreement to finally and fully settle and resolve the said Dispute and any and all claims pertaining to, or in any way relating to the Dispute, and any and all other issues which have been or which could have been raised in connection with the said Dispute.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and concessions set forth in this Agreement, the receipt and adequacy of which the Parties hereby acknowledge, the Parties, intending to be legally bound by it, and by the foregoing recitals which are incorporated herein, enter into this Agreement on the additional terms and conditions set forth below.

1. SETTLEMENT TERMS: The Parties acknowledge and hereby agree that the obligations of the First Developer regarding Item Nos. 1 through 5 of the Roadway Improvements have been fully satisfied by payment by the First Developer of the mobility fee as indicated in Resolution 16-1383. The Parties further acknowledge and hereby agree that F71-1, LLC and F69-1, LLC have no further obligations with respect to the Roadway Improvements, and F71-1, LLC and F69-1, LLC, are not responsible for payment of any additional mobility fees with respect to the Roadway Improvements. F71-1, LLC and F69-1, LLC agree to dismiss with prejudice within five business days of the execution of this Agreement by all Parties, the lawsuit against the Town of Miami Lakes currently pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida styled *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* and bearing Case No. 2016-015279 CA (01) (“Breach of Contract Lawsuit”) and further agree to dismiss with prejudice within five business days of the execution of this Agreement by all Parties, the following lawsuits related to violations of Chapter 119, Florida Statutes (“Public Records Lawsuits”): F71-1, LLC v. Ceasar Mestre, Case No. 17-006866 CA (04); F71-1, LLC v. Manny Cid, Case No.: 17-006887-CA-(04); F71-1, LLC v. Tim Daubert, Case No.: 17-006885-CA-(04); F71-1, LLC v. Tony Lama, Case No.: 17-006891 CA (04); F71-1, LLC v. Frank Mingo, Case No.: 17-006892-CA-(04); F71-1, LLC v. Nelson Rodriguez, Case No.: 17-006900- CA-(04) (the Breach of Contract Lawsuit and Public Records Lawsuits will collectively be referred to as the “Dismissed Lawsuits”). The Town shall pay or cause F71-1, LLC and F69-1, LLC to be paid \$50,000 in full settlement of all attorneys’ fees and costs incurred by F71-1, LLC and F69-1, LLC in the Dismissed Lawsuits.

2. MUTUAL LIMITED RELEASE BY THE PARTIES: In consideration of the promises, covenants and exchanges set forth in this Agreement, the Parties, individually and on behalf of their respective agents, heirs, family members, attorneys, members, successors, and assigns, release each other from any and all obligations, claims and liabilities, whether arising by contract, tort, in law or equity, which were brought or otherwise related to the issues raised in the Dismissed Lawsuits. With the exception of the Roadway Improvements, all other benefits and obligations enduring or imposed upon the Parties pursuant to the Development Agreement shall remain in full force and effect. This Mutual Limited Release should in no way be construed as precluding either Party from bringing a lawsuit to enforce any other provision of the Development Agreement.

3. RELEASE OF THE TOWN OFFICIALS BY F71-1, LLC AND F69-1, LLC: In consideration of the promises, covenants and exchanges set forth in this Agreement, F71-1, LLC and F69-1, LLC, as well as their respective agents, attorneys, members, successors and assigns, hereby forever and fully release any and all current and former elected officials and current and former employees and/or agents of the Town, including, but not limited to, the current and former Mayor, the current and former Vice Mayor, current and former Town Councilmembers, the Town Manager and the Town Attorney from any and all causes of action, obligations, claims and liabilities, whether arising in contract, tort, in law or in equity, which have been brought or which could have been brought in any of the Dismissed Lawsuits.

4. By entering into this Agreement, none of the Parties have admitted liability or damages for any of the allegations set forth in the Dismissed Lawsuits.

5. It is understood that the Courts of the State of Florida shall have and retain jurisdiction to enforce this Agreement. This Agreement is to be construed and governed under the laws of the State of Florida and shall bind the Parties and their respective heirs, estates, members, successors and assigns.

6. Each individual executing this Agreement represents that he has the authority to enter into this Agreement on behalf of himself or the Party he represents, and where he enters on behalf of another, that he has the authority to do so and to bind that other to the terms of the Agreement.

7. The Parties represent and warrant that they have entered into this Agreement of their own free will and accord and after consultation with counsel. The Parties hereby affirm that they have not been induced to enter into this Agreement by any statement, fact, or representation of any kind or character on the part of any Party, or on the part of any of the Parties' agents, attorneys, servants, or representatives other than those specifically set out herein. The Parties specifically state that they are executing this Agreement knowingly and voluntarily.

8. Language of all parts of this Agreement shall be construed as a whole according to its fair meaning. The Parties agree that this Agreement is the product of joint authorship, and in the event of any ambiguity the Agreement shall not be construed against any party as the drafter.

9. This Agreement cannot be modified, altered, or changed except by a written, signed agreement executed by an authorized representative of F71-1, LLC and F69-1, LLC, on the one hand, and by an authorized representative of the Town, on the other.

10. This Agreement constitutes a single integrated contract expressing the entire agreement of the Parties hereto. There is no other agreement or understanding, written or oral, expressed or implied, among the Parties hereto concerning the subject matter hereof, except that which is set forth in this Agreement.

11. This Agreement may be executed in counterparts. Scanned or faxed signatures are deemed original for all purposed.

DATED: _____

TOWN OF MIAMI LAKES

By _____

Its: _____

F71-1, LLC

By _____

Its: _____

F69-1, LLC

By _____

Its: _____



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: RV/Boat Storage Facility
Date: 7/25/2017

Recommendation:

*This item was deferred from the June 6, 2017 Regular Council Meeting.

I would like to have a discussion with my colleagues about the time frame of the planned storage facility and alternatives for Miami Lakes residents.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Nelson Rodriguez
Subject: Band Shell
Date: 7/25/2017

Recommendation:

I respectfully request a discussion with the Town Council to build a permanent Band shell structure considering the high volume of events held within the Town of Miami Lakes. I recommend that the Town staff provide suggestions of possible locations to build a band shell.

Fiscal Impact: Large



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Tim Daubert
Subject: Transfer of Travel Funds
Date: 7/25/2017

Recommendation:

I am respectfully requesting the support of the Town Council to transfer \$2,000 from the Council Training Funds for the upcoming Florida League of Cities conference in August.

Fiscal Impact: \$2,000



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Ceasar Mestre
Subject: Speed Calming Devices
Date: 7/25/2017

Recommendation:

I respectfully request a discussion with the Town Council on installing speed calming devices on NW 79th avenue from Royal Oaks guard house to 168th Street.

Fiscal Impact: Medium



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Luis Collazo
Subject: Date of Special Election
Date: 7/25/2017

Recommendation:

I respectfully request a discussion with the Town Council on amending the Town Charter to change the date of future special elections so they coincide with the Town of Miami Lakes rather than Miami-Dade County's elections.

Fiscal Impact: Large



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Town Center District
Date: 7/25/2017

Recommendation:

I respectfully request a discussion with the Town Council on amending the Land Development Code of the Town Center District, under the current exemption, requiring Town Council approval where buildings include vertically integrated mixed uses.

Fiscal Impact: Small, if Developer is in agreement.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Nelson Rodriguez
Subject: Transfer of Travel Funds
Date: 7/25/2017

Recommendation:

I am respectfully requesting the support of the Town Council to transfer \$2,000 from the Council Training Funds for the upcoming Florida League of Cities conference in August.

Fiscal Impact: \$2,000



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Tim Daubert
Subject: Purple Heart Town
Date: 7/25/2017

Recommendation:

I respectfully request support from the Town Council to consider Miami Lakes a Purple Heart Town. I recommend designating a parking space in each parking lot of the Town to a Purple Heart Veteran resident.

Fiscal Impact: Large



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Luis Collazo
Subject: Site Plan Approval for any Structure Exceeding Four Stories
Date: 7/25/2017

Recommendation:

I respectfully request support from the Town Council to discuss amending the Land Development Code to require that any site plan structure exceeding four stories in height, must be presented before the Council for approval.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Police Civil Citations
Date: 7/25/2017

Recommendation:

Pursuant to discussion with County Commissioner Sally Heyman, I would like to recognize the success of Miami-Dade County Ordinance 15-47 relating to police issued civil penalties for certain misdemeanor violations. The use of civil citations to cite violators has proven to be an effective and efficient method of educating the public and penalizing subjects. The civil citation process provides additional law enforcement options while allowing police to continue to exercise their discretion.

Effective July 10, 2015, the following misdemeanor crimes were added to section 8CC of the Miami-Dade County Code (MDCC) making them enforceable as civil citations.

- Florida Litter Law
- Illegal Use of Dairy Cases
- Trespass on Property other than a Structure of Conveyance
- Retail Theft by Removal of a Shopping Cart
- Loitering and Prowling
- Possession of Marijuana in an amount of 20 grams or less
- Possession of Drug Paraphernalia

Since July 2015, Miami Lakes law enforcement has been able to exercise effective community driven policing techniques thereby reducing the number of arrests for listed misdemeanor crimes from approximately 175, in the two years prior to the enactment of this legislation, to only 50 arrests in the two years since the law has been in place. This is a reduction of over 70%. Giving the officers the option, TML officers could have made over 300 arrests after this program was implemented in 2015, but chose to issue approximately 250 Civil Citations, in lieu of arrests. A civil citation does not equal arrest; no negative bearing on school admissions, scholarships, military service, bonded jobs, etc.

I would like to direct the Town Manager and Town Attorney to prepare a resolution in support of this program to remit to the Board of County Commissioners and the Miami-Dade County Mayor.

Fiscal Impact: Small



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Tim Daubert
Subject: Build Out of Miami Lakes Optimist Park
Date: 7/25/2017

Recommendation:

I respectfully request a discussion with the Town Council on exploring any and all options to accelerate the build out of Miami Lakes Optimist Park.

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Nelson Rodriguez
Subject: Opa Locka Airport
Date: 7/25/2017



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Intention to Nominate
Date: 7/25/2017

Recommendation:

Vice Mayor Lama has announced his resignation from the Council and his last meeting will be on July 25th. Per our Town charter, "If six months or more remain in the unexpired term, the vacancy shall be filled by a nomination of the Mayor made within 30 calendar days following the occurrence of the vacancy, subject to confirmation by the Council. The nominee shall fill the vacancy until the next regularly scheduled election in Miami-Dade County at which time an election shall be held to fill the vacancy. However, if the Council is unable to confirm a nominee, a special election to fill that vacancy shall be held no later than 90 calendar days following the occurrence of the vacancy."

After much thought, consideration and prayer I have decided to announce my intention to nominate Mrs. Marilyn Ruano to fill the vacancy. Expressing my intention to nominate in advance allows the public the opportunity to meet the nominee in a transparent fashion. Mrs. Ruano understands firsthand the importance of being an independent voice working for all Miami Lakers. Mrs. Ruano possesses incredible integrity, strength and the heart of a public servant. Please see her bio attached to this report.

I intend on calling a special call meeting to consider the effective date of the resignation.

Again, this report is not the official nomination as it can only happen after the vacancy occurs. This report is just to express my intention to nominate Mrs. Marilyn Ruano.

Regards,

Manny Cid



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: On-Demand Services
Date: 7/25/2017

Recommendation:

We are seeking authority to negotiate and bring forward to the Council a contract for services with Freebee. Given that we have explored options through the RFI and have evaluated additional providers, we feel Freebee's services best meet the Town's needs.

Background:

Town's current On-demand service

The Town currently spends about \$75K per year to fund the operation of a free on-demand bus service.

Users are required to book rides 24 hours in advance by contacting the receptionist at Town Hall. With only one bus, trips are booked every 15 minutes; therefore, only allowing the Town to provide about 30 trips per day (average 15 people).

1. Ride must be booked 24 hours in advance
2. Ride must begin and end within Town boundaries
3. Service is provided Monday- Friday 8am-3pm and Sundays from 10:30am-12:30pm

Currently, we do not have any restrictions on the type of users (age, disability, resident, etc.); however, the majority of the users are teenagers and elderly.

At the February 2107 Council Meeting, Vice Mayor Lama proposed exploring options to expand the service and reduce the cost of the Town's on-demand service.

The item was unanimously approved and directed staff to solicit information from industry providers in the form of an RFI. The Town received two responses from the RFI (Uber and Downtowner), that upon further evaluation did not meet the Town's needs. Subsequently, staff began conversations with two additional providers: Freebee and Lyft. Below is a synopsis of each:

Freebee:

Freebee provides service in six passenger, street legal electric vehicles. To request a ride, customers can use a free app available on iPhones and Android devices for on-demand services; flag down a Freebee vehicle; or use the call ahead reservation system. Rides are free to passengers; service is funded through a revenue sharing agreement on advertisement sales. All advertisements will be subject to the Town's approval and revenues are shared 50/50. Revenues from ads can be used to subsidize the cost of the service or as the Town sees fit.

Freebee currently provides services in the following areas: Key Biscayne, Miami Beach, Coral Gables, Downtown Miami and the Brickell area.

Marketing opportunities: Freebee will provide additional marketing opportunities to the Town at no cost.

1. Banner ads on mobile app
2. Onboard screen(s)

In addition, Freebee is willing to provide all marketing materials including flyers and videos to promote the service at no cost to the Town. See samples of marketing materials created for the City of Coral Gables attached and video: <https://vimeo.com/221473697/872c4684b3>

Economic Development tool: The Freebee app also serves as an economic development tool

1. Supports local businesses: The Freebee app hosts a "Deals" section that allows the Town's local businesses to submit deals and specials directly to Freebee that then get posted to the app at no cost to the businesses.
2. Points of Interest: The Freebee app includes a "Places to Bee" section that is customized to each of their service areas. The Town will have the ability to submit information about the Town's attractions including events, parks, facilities, hotels, restaurants, etc.
3. Social Media: Nicknamed "The Hive", the Freebee app also includes a section where selfie photos taken on the rides are hosted. These photos are also often shared on Freebee's social media sites.
4. Brand Ambassadors: Freebee's drivers serve as Brand Ambassadors for the Town.

PTP Funding opportunity: Freebee is also in negotiations with the Village of Key Biscayne to run fixed routes operating ADA accessible vehicles in order to qualify for PTP funding.

Special Schedules: In addition, Freebee is also willing to explore the option of running fixed routes between the Town's two major commercial areas (Parkside Corporate Center on the westside and the Industrial Park on the eastside) to restaurants/shopping centers during lunch hours to reduce the number of vehicles on the road during this time.

Events: Freebee is also willing to provide special pricing to use their services during special events. Currently the Town uses its Moovers to transport event attendees on the following events: senior socials and forums and July 4th.

Lyft:

Lyft operates a ridesharing platform and mobile application which allows users to request a ride from one location to another. The transportation services are provided by authorized drivers using their own vehicles. Ride rates and wait times are subject to prime-time surcharges and driver availability. Lyft currently operates nation-wide and has agreements with local governments, transportation agencies and private companies. Lyft provides transportation solutions through its Concierge Service, and Lyft Codes programs described below:

Lyft Codes: With the Lyft Code service, the Town has the ability to restrict geographical boundaries or points and service hours. Riders would book their own rides via the mobile app; the code applies a negotiated discounted rate when rides are booked within code criteria (boundaries and hours). Codes can also be used for special events.

Concierge: Telephone-based reservation system, as an alternative pathway for people who don't have a smartphone to request a Lyft ride. Concierge, a third-party online portal, allows the Town to request rides on behalf of passengers. Similar to how the Town's on-demand service currently works, passengers would contact Town Hall and provide ride information that would then be inputted into the reservation system; a Lyft driver will be matched to provide the ride. Rides are able to be requested up to 7 days in advance.

In summary, several opportunities exist to provide potential circulator, on-demand, and first and last mile connections between existing transportation stops, parks, community centers, office/industrial parks, and other points of interest with the intent to ease congestion, and address limited parking availability during peak hours and at select special events.

See attached table of side-by-side comparison.

ATTACHMENTS:

Description

Ride Sharing RFI

Downtown RFI Submission

Uber RFI Submission

Freebee Coral Gables Marketing Sample

Freebee Rates and Services Addendum- Key Biscayne

Lyft Concierge Brochure

Lyft General Services Agreement

Side-by-side comparison

REQUEST FOR INFORMATION

RIDE SHARING SERVICES

RFI NO. 2017-38



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Tony Lama
Councilmember Luis Collazo
Councilmember Timothy Daubert
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez

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

DATE ISSUED: April 20, 2017

CLOSING DATE: 11:00AM May 11, 2017

1. Introduction

This is a Request for Information (“RFI”) and is not a commitment on the part of the Town of Miami Lakes (“Town”) to enter into any contract. This RFI is intended to gain information from companies providing ride sharing services to assist the Town in implementing the services described in this document. Companies responding to this RFI may be contacted to discuss their responses as well as obtain any additional information that may assist the Town.

This RFI should not be construed as an intent, commitment or promise to acquire or purchase the proposed solution from a vendor. The information obtained through this RFI may or may not be used in a future procurement opportunity that may include, but is not limited to; development of a request for proposals (RFP), invitation to bid (ITB), invitation to negotiate (ITN), or it may be used to enter into contract with a particular respondent. Providing a response to the Town does not in any way give an advantage to any vendor.

The Town will not pay for the preparation and submission of any information nor the Town’s use of such information. Responses are solicited regarding every aspect of the scope of services. The Town will not critique responses, and the RFI should not be used by interested parties to market their products/services. Proprietary information is not being solicited; however, if proprietary information is submitted it will be subject to the State of Florida Public Records statutes.

No scoring or ranking of the Responses will be performed by the Town.

2. Purpose

The Town is seeking responses from ride sharing providers who are currently providing ride sharing programs to public entities in an effort for the Town to develop a program to replace its on-demand bus ride service.

This RFI has been issued for informational purposes only and the Town makes no implied or in fact contract by issuing the RFI. The Town is not seeking or will it accept unsolicited proposals in response to this RFI.

3. Responses to the RFI

Responses are to be submitted using the following format:

Part 1. Introduce your Company – tell us who you are, provide contact information, including name, email address and telephone number, and let us know if you are interested in providing ride sharing service for the Town.

Part 2 – Capabilities and Experience - Provide an overview of your company and the ride sharing services it provides. Include your experience in providing ride sharing services for other public entities¹ that are consistent with the type of services the Town is seeking to provide. Include the following details relative to any similar programs you are currently providing:

¹ The term “public entity” also includes any public agencies such as; public authorities, public transit, aviation author, etc.

- a. Name of the public entity
- b. Scope of services provided
- c. Year started, total number of years of service and if the services are still being provided
- d. Number of individuals served on a monthly and annual basis.

4. Approach

Based on the Background and Overview section of the RFI please provide an overview of how you would propose to meet the needs of the Town and its residents. The overview should include and recommendations to enhance the scope of services to provide an effective program and can also include multiple alternative or approaches to providing the services. Include any information on implementation, management, any technology, etc. that would enhance the delivery of service that your company could provide.

5. Response Requirements

Responses are to be kept to five (5) pages or less. Brochures and marketing material is not to be included in the Response. Do not provide any confidential information or documents as the Responses are public records and will be made available consistent to the State of Florida Public Records laws.

The Town will not establish a list of pre-qualified firms for any future related procurement any company that did not respond to this RFI will be eligible to participate.

6. Questions or Requests for Clarifications/Information

Any questions or requests for clarification or information should be submitted at least ten (10) days prior to the closing date of the RFI. Such requests must be submitted in writing to procurement@miamilakes-fl.gov. The Town will review any requests and determine if a formal response should be issued. If a response is issued it will be posted on the Town's website at http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278 and DemandStar at www.DemandStar.com.

Companies are not to contact any Town department, employee or elected official regarding this RFI.

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 RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation.

Failure to comply with the "Cone of Silence may result in the rejection of a Response. For additional information concerning the "Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

7. Submittal of Responses

Respondents are to submit three (3) hard copies and 1 electronic copy via a CD-ROM or flash drive.

Responses should be submitted in a sealed packaging plainly marked on the outside as:

- Request For Information – Ride Sharing Services
- RFI# 2017-38 – Due May 11, 2017 at 11:00 am

Responses are to be submitted no later than May 11, 2017 by 11:00 am to the Town Clerk's Office, located at 6601 Main Street, Miami Lakes, Florida 33014.

Respondents will not be provided any details on the Town's review of the submittals.

8. Overview and Background

a. Town Overview:

When it incorporated in December 2000, the Town of Miami Lakes became the 31st municipality in Miami-Dade County. Miami Lakes is home to approximately 30,000 residents and more than 1,700 businesses. The Town is located in Northwest Miami-Dade County on both sides of the "big bend" along the Palmetto Expressway. Conveniently located just 16 miles North of Downtown Miami and 10 miles from Miami International Airport, the Town encompasses approximately 6.8 square miles.

The boundaries are NW 170th Street and the Palmetto Expressway (SR 826) to the North; NW 138th Street to the South; NW 57th Avenue (Red Road) to the East; and Interstate 75 to the West.

b. Background:

The Town currently spends about \$75K per year to fund the operation of a free on-demand bus service. On-demand bus runs from 8am-3pm Monday through Friday.

With only one bus, trips are booked every 15 minutes; therefore only allowing the Town to service about 30 trips per day (15 roundtrips), with most users being seniors and youth.

c. Trip restrictions are:

- No restrictions on the type of users (age, disability, resident, etc.)
- No restrictions on trip purpose
- Trip must be booked with the Town 24 hours in advance
- Trip must begin and end within Town boundaries

d. Goal:

To partner with a ride sharing service provider to deliver a better service (more trips per day) at a lower cost to the Town, and deliver multiple trips at the same time.

By using these service providers, the Town would be able to offer this service to many more residents at a cheaper cost. At some point, the Town may need to develop criteria for the rider (seniors, disabled, etc.)

e. Scope of services:

1. Trips will be booked in advance by the Town

2. Trips can be restricted to within Town boundaries
3. Town has control of the rides booked and the pick-up and drop off locations
4. Town has the ability to monitor costs by managing the online bookings and be able to limit the number of trips per day
5. Town will like to establish a flat rate for each ride, thereby having better control of the budget
6. Town would prefer a routine set of drivers as senior become more comfortable with a driver that they know.
7. All drivers must have pass background check and vehicles will be insured.
8. Auditing tools available to the Town to track trip routes, time, driver's name, passenger's name, etc.

REQUEST FOR INFORMATION

RIDE SHARING SERVICES

RFI NO. 2017-38



Downtown
210 NE 4th Ave
Delray Beach, FL 33483

Part I - Introduction

Downtowner has over five years of operational experience within the high-volume, point A to point B, transportation industry. Providing on-demand rides has been our company's focus since our company was founded in early 2012. After dispatching tens of thousands of incoming ride requests by phone, we were able put that knowledge into our mobile application and backend system designs. The result was a platform built to specialize in high volume, close quarters transportation.

Downtowner is interested in providing our high quality ride experience, convenient mobile app and transportation experience to the residents, guests and commuters in the Town of Miami Lakes.

Stephen Murray
Co-Founder and Chief Executive Officer
561-386-4073
Stephen@ridedowntowner.com

Travis Gleason
Co-Founder and Chief Operations Officer
561-929-1471
Travis@ridedowntowner.com

Part II - Capabilities and Experience

We have successfully launched a total of six locations, three being within the past year (Tampa, FL, Aspen, CO and Manhattan Beach, CA). Our ridership across all locations is on track to be over 500,000 passengers annually. All of our locations utilize 100% electric vehicles. Our executive team is comprised of company owners with a passion for environmentally friendly, forward thinking mobility. The expertise we have gained over the past five years in operations, community relations, customer service, and logistics technology is unrivaled within our industry. Simply, no one else does it like us.

We partner with the following public entities to provide this service fare-free:

Tampa, FL

7 vehicles, Mon - Fri 6am - 11pm, Sat - Sun 11am - 11pm

Oct 2016 - Present

15,000 Monthly riders

Aspen, CO

3 vehicles, Everyday 11am - 11pm

June 2016 - present

6,200 Monthly Riders (during high season)

References

Mitch Osur,

Parking Director, City of Aspen

mitch.osur@cityofaspen.com

970-429-1766

Karen Kress,

Director of Transportation and Planning, Tampa Downtown Partnership

kkress@tampasdowntown.com

813-221-3686

Cary Glickstein,

Mayor, Delray Beach

CGlickstein@ironwoodproperties.com

561-279-8952

Approach

Downtowner will provide on-demand, point A to point B rides utilizing 100% electric vehicles and proprietary mobile app technology to the Town of Miami Lakes. Service users requesting rides via our mobile app will immediately be given an estimated wait time. Minutes later, a friendly Downtowner driver will arrive and whisk them away to their destination.

The Downtowner app is currently available for download on Google Play and Apple App Store. After downloading the app on an Apple or Android device, the user may login if they have an existing account or create a new account. After logging on, users may begin requesting a ride, browse local places of interests in our Explore Directory or view each service area maps.

To request a ride, the rider selects: pickup & drop-off locations, number of passengers and optionally any additional notes. After choosing a pickup location, an estimated wait time instantly appears on screen. If the wait time is to the rider's liking, they simply tap the "Request Ride" button. After requesting a ride, a map will appear with their ETA and pickup location. When a driver is en route to their location, an icon with the driver's image and their location will display. Riders can view their driver's progress on a map as they make progress towards the pickup location. The rider will receive a push notification when the driver is near the pickup location, prepping them for a smooth pickup process. After the ride is complete, riders have the option to rate and tip (if option is allowed) the driver.

To cover the entire service area of the Town of Miami Lakes, Downtowner suggests 2 high-range, electric cars such as the Chevrolet Bolt or Tesla Model X (if more seating is preferred). All of our drivers in our current locations are local to the area, friendly and have passed background checks. This is our standard procedure and will be applied to the Town. To ensure the highest ridership, improved mobility within the Town and a broader range of service to students and lower income families, we recommend not charging a fare to ride. Costs can be shared with private sponsorships and/or supplemented with state grants or local partnerships.

We are a very data driven company. Our system logs every ride requested and its corresponding information in our database. Managers are provided access to daily ridership reports to help orchestrate driver schedules, logistics and top areas of service use. Our goal is always to use our resources in the most efficient and effective manner to move as many people in a safe and fun fashion. Monthly reports will be generated to analyze daily and hourly ridership figures, top pickup and drop-off addresses used, as well as average wait times throughout each day. We will provide a report of any downtime experienced by a vehicle and any accident information. Surveys to collect information on the nature of passengers' trips and satisfaction will be done intermittently.

Uber – Response to Miami Lakes RFI 2017-38

Part 1. Introduce your Company – tell us who you are, provide contact information, including name, email address and telephone number, and let us know if you are interested in providing ridesharing service for the Town.

INTRODUCTION TO UBER

Summary: Uber is a technology company that is evolving the way Florida moves. By seamlessly connecting riders to drivers through our apps, we make communities more accessible, opening up more possibilities for riders and more business for drivers.

Contact person:

Name: Rachel Johnson / Uber Miami

Email: rachelj@uber.com

Phone: 407.701.4357

Address: 80 SW 8th Street #1830, Miami, FL

Interest in providing services: We are excited to have been included in conversations with the Town about technology-driven solutions to your transportation challenges, and interested to continue exploring the opportunity to partner. Based on our assessment of the specific requirements in the RFI, the Uber product needed to support the program – which would allow the Town to offer an on-demand transportation with pre-booking, administered by the Town – is under development and not ready for implementation. We will continue to keep the Town up-to-date as that product is developed.

Part 2 – Capabilities and Experience - Provide an overview of your company and the ride sharing services it provides. Include your experience in providing ride sharing services for other public entities that are consistent with the type of services the Town is seeking to provide. Include the following details relative to any similar programs you are currently Providing:

- a. Name of the public entity*
- b. Scope of services provided*
- c. Year started, total number of years of service and if the services are still being provided*
- d. Number of individuals served on a monthly and annual basis.*

CAPABILITIES AND EXPERIENCE

Uber has been providing ridesharing services throughout South Florida for almost three years (since June 2014). We offer two economy ridesharing products, UberX and UberXL, two premium products, LUX and LUX SUV, and our carpooling option, uberPOOL.

MAY 11 2017 AM 11:06

Although we do not currently have any public partnerships in place like the on-demand, pre-booking program the Town is seeking to implement, a few examples of past and present programs that demonstrate our commitment to working with public entities are:

- Our partnerships with five cities in Central Florida – Altamonte Springs, Lake Mary, Longwood, Maitland, and Sanford – to provide subsidized rides to and from transit stations, and within city limits. The cities subsidize 20 percent of the cost of every trip beginning and ending within city limits, and in addition, all trips that begin or end at the SunRail station receive a 25 percent subsidy. (Launched in March 2016 and is still operating.)
- Our Direct Connect partnership with the Pinellas Suncoast Transit Authority to provide discounted rides to or from bus stops. (Launched in February 2016 and is still running.)
- Our last-mile partnership with the Miami-Dade Department of Transit and Public Works, to offer \$3 uberPOOL trips to and from Miami-Dade Metrorail stations in fall 2016. (Ran from mid-August - Sept 2016.)

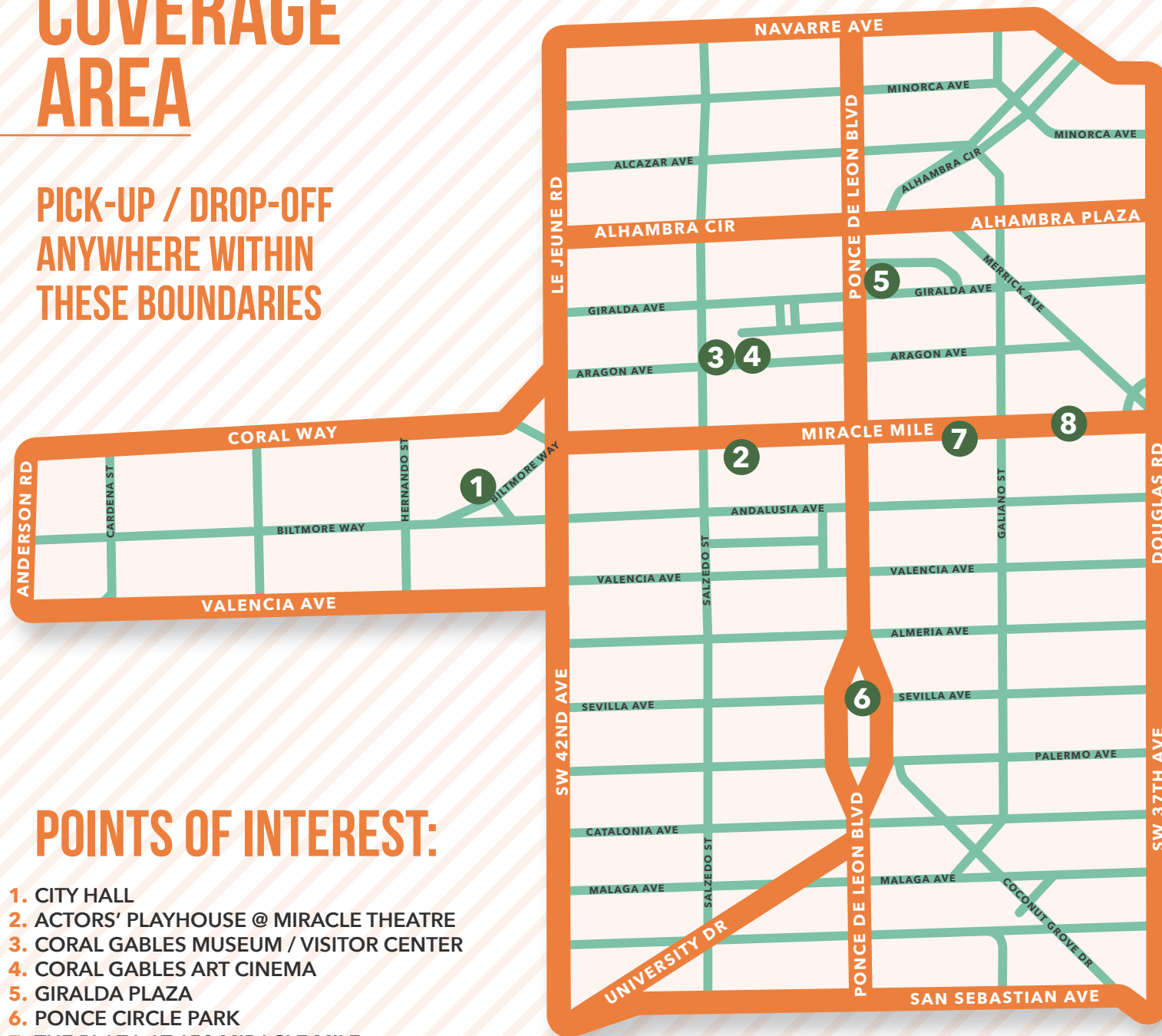
Based on the Background and Overview section of the RFI please provide an overview of how you would propose to meet the needs of the Town and its residents. The overview should include and recommendations to enhance the scope of services to provide an effective program and can also include multiple alternative or approaches to providing the services. Include any information on implementation, management, any technology, etc. that would enhance the delivery of service that your company could provide.

APPROACH

As mentioned above, the Uber platform that would specifically address the requirements outlined in this RFI is under development. We will continue to keep the city informed as that product evolves and potentially becomes a viable solution for the Town's needs.

COVERAGE AREA

PICK-UP / DROP-OFF ANYWHERE WITHIN THESE BOUNDARIES



POINTS OF INTEREST:

1. CITY HALL
2. ACTORS' PLAYHOUSE @ MIRACLE THEATRE
3. CORAL GABLES MUSEUM / VISITOR CENTER
4. CORAL GABLES ART CINEMA
5. GIRALDA PLAZA
6. PONCE CIRCLE PARK
7. THE PLAZA AT 150 MIRACLE MILE
8. MIRACLE MILE

COURTESY OF
CORAL GABLES[®]
THE CITY BEAUTIFUL



experience the movement

freebee
in the gables

COURTESY OF
CORAL GABLES
THE CITY BEAUTIFUL

A FUN, FREE AND GREEN
ON-DEMAND SHUTTLE SERVICE



download the
freebee
app now



Download on the
App Store

GET IT ON
Google Play

HOW IT WORKS

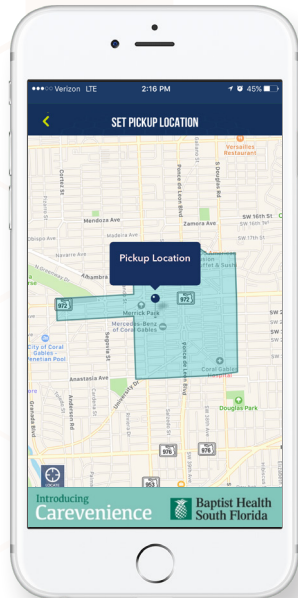
1



REQUEST A RIDE

Tap the "Request a Pickup" button on the home screen of the Ride Freebee app

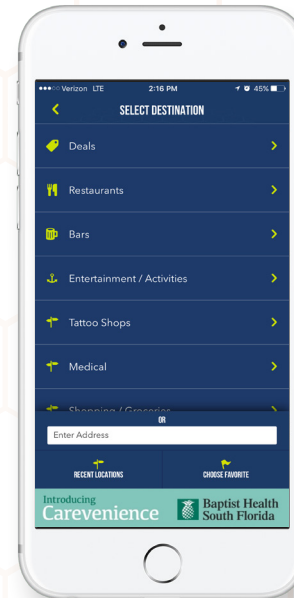
2



SET YOUR PICKUP LOCATION

Drop your pin where you would like to be picked up

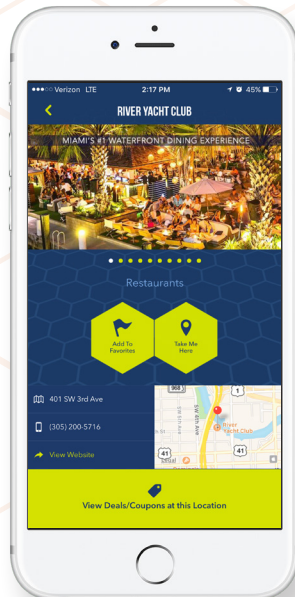
3



BROWSE OUR "PLACES TO BEE"

Search your destination by category and find the perfect spot with an awesome deal!

4



SELECT YOUR DESTINATION

Lock in your selection and let us know where you'd like to go!

5



ENJOY THE RIDE

Snap some photos of your experience and share them to "The Hive"

6



REDEEM YOUR DEAL

Once you've reached your destination, present your app deal to the manager on duty. "Mark Offer As Used" to redeem!

SERVICE HOURS:

EVERY DAY
11AM - 11PM

#FREEBEEFACTS

- Freebee is a door to door on-demand free transportation service brought to you by the City of Coral Gables
- Freebee was founded by two University of Miami graduates (GO HURRICANES!!)
- Freebee vehicles are 100% electric
- Your Freebee guide will share with you the latest and greatest happenings in Downtown Coral Gables
- Freebee caters to any and all ages, from children to seniors, and all types of animals!

FACEBOOK.COM/RIDEFREEBEE

@FREEBEEMIAM

INFO@RIDEFREEBEE.COM

If ADA assistance is needed, please contact Freebee at 786-438-6616

EXHIBIT A
RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and KEY BISCAYNE COMMUNITY FOUNDATION, INC. ("CLIENT"), made and entered into on November 30, 2016 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and CLIENT (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence on December 15, 2016, and shall remain in full force and effect until December 14, 2017 (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to CLIENT at the rates specified herein (the "Rates"):
 - a. BEEFREE will provide three (3) "Freebee" vehicles dedicated to CLIENT (the "Vehicles") for the duration of the Term.
 - b. BEEFREE will operate two (2) of the Vehicles within CLIENT's designated service area at all times during CLIENT's operating hours (weather and conditions permitting), with the only exception being when a driver takes their thirty (30) minute lunch. At this time, one (1) vehicle will be in operation and BEEFREE will try to limit this to downtime in service.
 - c. BEEFREE will operate an additional vehicle, totaling three (3) of vehicles, within CLIENT's designated service area at times of peak volume; BEEFREE and the CLIENT will review data reports to determine times of peak volume and come to agreement whether or not an additional driver is necessary with 30 day notice. CLIENT will cover additional driver cost during that time.
 - d. Prior to the beginning of the Term, BEEFREE will deliver to CLIENT two (2) fast chargers for charging the Vehicles.
 - e. Prior to the beginning of the Term, BEEFREE will add CLIENT as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), and on BEEFREE's general liability policy (of at least \$3 million). CLIENT will remain as an additional insured on said policies throughout the Term.
 - f. BEEFREE will assist CLIENT in developing a marketing plan to encourage ridership on the Vehicles during the Term.
 - g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide CLIENT with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
3. **Rates.** As consideration for the Services listed above, CLIENT shall pay BEEFREE at the following Rates:
 - a. The total payment for the Services to be provided under this Addendum shall be **ONE HUNDRED AND NINETY THREE THOUSAND DOLLARS (\$193,000.00)** with the ability to decrease total payment as stipulated under 5(f) of the rates and services addendum.
4. **Payment Terms.** CLIENT agrees to pay the Rates as follows:

MMW

- a. A one time, first payment of **\$96,500.00** to BEEFREE upon execution of this Addendum;
- b. Regular monthly payment will begin on June 15, 2016 as stipulated in the Master Services Agreement under number 3.

5. Additional Terms.

- a. CLIENT's operating hours, as contemplated in Section 2.b. above, shall not exceed twelve (12) hours per day, seven (7) days per week. Specific hours of operation will be established in a writing acquiesced to by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term.
- b. CLIENT shall be responsible for installation and maintenance of the fast chargers and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
- c. BEEFREE will operate the Vehicles in CLIENT's designated service area as delineated in the attached map.
- d. BEEFREE will develop a system to accommodate telephone-based ride requests for prospective passengers who are unable to utilize BEEFREE's "Ride Freebee" Mobile Application.
- e. CLIENT will provide three (3) covered and secured parking spaces for the Vehicles for the duration of the Term at no cost to BEEFREE.
- f. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, all advertising shall be subject to CLIENT's approval prior to placement on the Vehicles. Any advertising revenues generated from the sale of such advertising on the Vehicles shall be divided equally between BEEFREE and the CLIENT. Additionally, CLIENT shall be permitted to allocate its share of such revenue towards subsidizing the Rates it has agreed to pay hereunder.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

BEEFREE, LLC

By: _____

(Signature)

(Print Name)

(Date)

**KEY BISCAYNE COMMUNITY
FOUNDATION, INC.**

By: _____

(Signature)

(Print Name)

(Date)

Our Partners

"The results of our partnership with Lyft are promising and represent a significant shift – we're challenging the patient transportation status quo."

DR. SACHIN JAIN

President
Caremore

"With Lyft, we're able to help residents remain independent by providing a mobility option that's as accessible, convenient, and flexible as driving themselves."

ANDREW SMITH

Director of Innovation & Strategy
Brookdale Senior Living

"Home Care Assistance and Lyft have the infrastructure and expertise to address our community's transportation challenges head on and remove barriers to mobility."

LILY SARAFAN

CEO
Home Care Assistance

"Lyft is the ideal partner to address the service inadequacies in the non-emergency transportation market."

CRAIG PUCKETT

President
American Logistics Company



Let's build the right solution for your team.

[Lyft.com/work](https://lyft.com/work)

A woman with long brown hair and glasses is shown in profile, looking out of a car window at night. The background is a blurred city street with warm, yellow lights from buildings and other vehicles, creating a bokeh effect. The woman is wearing a light-colored jacket and a dark, geometric necklace.

Ride with Care



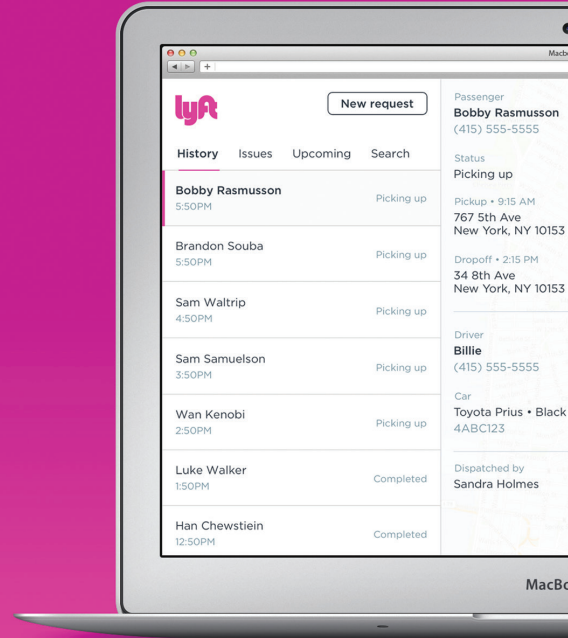
MOBILITY
SOLUTIONS

Meet Lyft

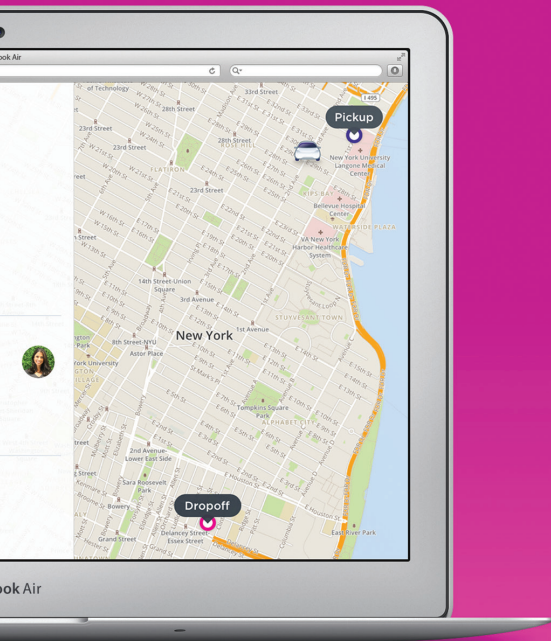
Lyft is a ridesharing app that connects people with local drivers in minutes.

Introducing Lyft Concierge

With the Concierge dashboard, you can request rides on behalf of passengers. You just enter the route information and schedule a pickup time. Then, passengers are notified when their drivers arrive via SMS.



Schedule rides for people
who need them.



No smartphone required.

A Ride for Every Reason

We build custom ride solutions that fit your community members' lifestyles.

Elder Mobility



Give older adults independence and opportunities to stay active.

Home Care



Provide safe transportation for home care clients and their caregivers.

Medical Appointments



Decrease late attendance and no-shows for important medical appointments.

GENERAL SERVICES AGREEMENT

This General Services Agreement (“**Agreement**”) dated as of _____, 2016 (“**Effective Date**”) by and between Lyft, Inc., a Delaware corporation, located at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“**Lyft**”) and _____, a _____, located at _____, (“**Partner**”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Background.** Lyft, Inc. (“**Lyft**”) operates a ridesharing platform (“**Lyft Platform**”) and mobile application (the “**Lyft App**”) which allows users the opportunity to request a ride from one location to another (each, a “**Ride**”). The transportation services (“**Driving Services**”) are provided by authorized drivers using their own vehicles (“**Drivers**”). Lyft provides enterprise transportation solutions through its Concierge Service, and Lyft Codes programs (collectively, “**Programs**”) to help transit agencies administer, track and manage its transportation spend for its authorized users (each, a “**User**”). The undersigned (“**Partner**”) desires to participate in the Programs, and Lyft and Partner agree to launch the Programs in accordance with the terms of this General Services Agreement (this “**Agreement**”) and as specified in Exhibit A.

2. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A (the “**Activities**”), attached hereto and incorporated herein, during the term set forth on Exhibit A (the “**Term**”). Except as expressly agreed to in Section 3 (and Exhibit A) of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

3. Fees and Payment.

3.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A (“**Fees**”). Fees due are payable in accordance with the payment schedule set forth in Exhibit A.

4. Proprietary Rights.

4.1 **License to Use Lyft Marks.** Lyft hereby grants to Partner a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, “**Lyft Marks**”) during the Term, solely in furtherance of Partner’s obligations in this Agreement. Partner’s use of any of the Lyft Marks shall be subject to Lyft’s prior written approval in each instance. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Partner hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Partner shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Partner’s use of Lyft Marks must conform to Lyft’s usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

4.2 **License to Use Partner Marks.** Partner hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Partner (collectively, “**Partner Marks**”) during the Term, solely in furtherance of Lyft’s obligations in this Agreement. Lyft’s use of any of the Partner Marks shall be subject to Partner’s prior

written approval in each instance. Partner warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Partner Marks shall remain the sole and exclusive property of Partner and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Partner Marks shall inure directly to the benefit of Partner. Lyft's use of Partner Marks must conform to Partner's usage guidelines and instructions as Partner may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Partner Marks be altered or changed in any way).

5. Confidential Information.

5.1 Either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the "**Confidential Information**"). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.

5.2 **Requirements.** Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure and shall make diligent efforts to limit disclosure pursuant to any available bases under applicable law. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide Disclosing Party a minimum of ten (10) business days prior to the proposed disclosure, so that the Disclosing Party may assert any defenses to disclosure that may be available. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is not commercially infeasible for Receiving Party. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

6. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. **Representations and Warranties; Disclaimer.**

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPECIFICALLY, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE (“**LYFT MATERIALS**”). LYFT PROVIDES THE LYFT MATERIALS “AS IS” AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET PARTNER’S REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE LYFT MATERIALS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A CODE OR LYFT CREDIT IS NONFUNCTIONAL, PARTNER’S SOLE REMEDY, AND LYFT’S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CODE OR LYFT CREDIT.

8. **Ownership and Feedback.** Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Materials, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Partner or any User in connection with this Agreement. Partner acknowledges and agree that any questions, comments, suggestions, ideas, feedback or other information about the Programs (“Feedback”) provided by Partner to Lyft are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Partner or any User

9. **Indemnification.**

9.1 Indemnification by Partner. Partner agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against third party all claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Partner’s breach of this Agreement; (ii) Partner’s violation of the

representations and warranties in Section 7; (iii) any allegation that Lyft's use of Partner's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Partner's violation of applicable law.

9.2 **Indemnification by Lyft.** Lyft agrees to defend, indemnify and hold harmless Partner and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Lyft's breach of this Agreement; (ii) Lyft's violation of the representations and warranties in Section 7; (iii) any allegation that Partner's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Lyft's violation of applicable law.

9.3 **Indemnification Procedure.** A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

10. **LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11. **Insurance.** During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:

- a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
- b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.
- c. Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Partner may carry and will contain a waiver of subrogation against Partner and its insurance carrier(s) with respect to all obligations assumed by Lyft under this agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

12. Termination.

12.1 Termination Events. This Agreement may be terminated by either party, by written notice to the other party, in the event of a material breach by the other party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching party. Termination by either party for breach shall be in addition to any other remedies the non-breaching party may have for such breach. Either party may terminate the Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party's property; or (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

12.2 Survival. Any outstanding payment obligations and Sections 3, 5, 7, 8, 9, 10, 11 (for the period specified), 12.2 and 13 shall survive the expiration or termination of this Agreement.

13. General.

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflict of laws provisions.

13.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

13.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

13.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

13.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

13.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party; or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

13.7 Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

13.8 Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LYFT, INC.

PARTNER

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title:

EXHIBIT A

ACTIVITIES

1. **Overview.**

The activities described herein shall take place in _____, as set forth in the map attached hereto as **Attachment 1** (“**Program Map Area**”).

2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through _____, 2017 (“**Term**”).

3. **The Dashboard.**

- i. **Access to the Dashboard.** In order for Partner to manage the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the “**Dashboard**”). Within the Dashboard, Partner may view, add or remove Users, generate reports of User activity, and place certain restrictions on Users’ activity. As related to the Concierge Service, Partner may also use the Dashboard to request Rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.
- ii. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner’s administrator (each, an “**Administrator**”) and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and will indemnify Lyft for all activity occurring under Partner’s Dashboard login credentials, except to the extent caused by Lyft’s breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner’s Dashboard or if Dashboard login credentials information is lost or stolen.

4. **Concierge Service.**

- i. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a “**Request**”). Each Request will include all relevant Ride information, including but not limited to, the User’s first and last name, pick-up and drop-off location, and telephone number (collectively, “**User Information**”). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-shows by Users will be subject to Lyft’s cancellation policy. Partner will pay Lyft for all Rides under

the Concierge Service (“**Concierge Rides**”). All Concierge Rides are subject to prime time surcharges and Driver availability

- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User’s Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for Users whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein. Partner agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims arising out of a breach of Partner’s representations and warranties.

5. **Additional Obligations.**

Lyft Obligations.

- **Partner Codes:** Lyft will provide Partner with a coupon codes (the “Partner Code”) for use with this Agreement, with the following restrictions:
 - **Credit Value:** Each Partner Code shall have a credit value of up to [Insert Amount] per Partner Code redeemed.
 - **Valid Use:** Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain and active Lyft account, including agreeing to Lyft’s Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User’s Lyft App; (d) take a completed rides via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
 - **Code Expiration:** Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.
 - **Other Code Restrictions:**
 - **[Geofence]** – [The Partner Codes will be for travel limited by a geofence as outlined and detailed in **Attachment 1**.]
 - **[Maximum Amount]** – [During the Term of this Agreement, the parties agree that no more than X amount of Partner Codes may be available for redemption, unless otherwise amended in writing and consent by the parties.]
 - **[Other]**
- **Reporting:** Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include:
 - **[Insert Reporting Data]**

• _____the data fields as outlined in **Attachment 2**.

Partner Obligations.

- Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the User's personal payment amount as associated with the User's Lyft account.
- **[Budget]** – The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than [\$\$\$] associated with Partner Codes ("Budget"), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with Concierge rides requested by Partner and Partner Codes redeemed by Partner or Users for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or Users, even after expiration of the Term.

7. **Contacts.**

For Lyft:

Name:
Phone:
Email:

For Partner:

Name:
Phone:
Email:

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ATTACHMENT 1
[Program Map Area]

ATTACHMENT 2
[Monthly Data Reporting]

	Both	Freebee	Lyft
Free mobile app	X		
Free online portal	X		
On-demand services	X		
Book ahead services	X		
ADA accessible vehicles (additional costs)	X		
Ability to restricted service hours	X		
Ability to restrict geographical boundaries	X		
Reporting tools	X		
Wait/arrival times are subject to existing traffic conditions and driver availability	X		
Ride rates are subject to prime-time surcharges and driver availability			X
Riders must be at least eighteen (18) years of age or older			X
No charge to riders		X	
Flag down service		X	
Circulator services		X	
Vehicle ownership		X	
100% electric, 6 passenger cart(s)		X	
Dedicated vehicle(s) and driver(s)		X	
Free marketing materials and opportunities		X	
Economic development tool		X	
Town required to provide dedicated covered and secured parking spaces for vehicle(s)		X	
Town required to provide charging stations for vehicle(s)		X	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Commercial Outdoor Fee-Based Instructional Activity License and Use Policy
Date: 7/25/2017

Recommendation:

As requested by the Town Council, Town Staff has developed a policy to manage and issue permits for commercial outdoor fee-based instructional activities, such as personal training, private sport coaching, and other types of commercial outdoor fee-based activities at Town parks. The attached policy outlines the criteria to issue license and use permits, fees, and enforcement provisions and is consistent with the Town's Park Rules and Regulations Park Vendor Policy.

Pursuant to the Town's Park Ordinance #11-140 Park Vendor Policy, this policy can be implemented under the Manager's authority. Subject to Town Council feedback, I am looking to implement the policy effective August 1, 2017.

ATTACHMENTS:

Description

Commercial Outdoor Fee-Based Instructional Activity License and Use Policy



Town of Miami Lakes Commercial Outdoor Fee-Based Instructional Activity License and Use Policy

Purpose

In an effort to protect both the public use of these active parks and the park facilities themselves, the Town has adopted this policy set forth as means to ensure our parks are available to its residents while allowing for health, sport and fitness professionals to provide options for residents to enhance the quality of life in Miami Lakes. The policy will govern those allowed to utilize the park for fee-based instructional activities as well as financially offset the cost to maintain our beautiful parks in the Town.

Conditions of Permit

(a) No person shall conduct privately run commercial outdoor fee-based instructional activities within any public park within the Town without first having obtained a license and use vendor permit ("Permit") from the Town Manager or his/her designee. Privately run commercial outdoor fee-based instructional activities shall be limited to Miami Lakes Optimist Park, Miami Lakes Picnic Park West & Royal Oaks Park. Permits for may be issued for a maximum length of 1 year.

(b) A maximum of fifteen (15) permits to conduct privately run commercial outdoor fee-based instructional activities may be issued at any one time by the Town; five (5) at Miami Lakes Optimist Park, five (5) at Miami Lakes Picnic Park West, and five (5) at Royal Oaks Park. Permits are non-transferable between parks and/or entities.

(c) No person shall engage in privately run commercial outdoor fee-based instructional activities in the above mentioned park areas, including, but not limited to, children's play area, vehicular use areas, athletic fields and courts when in use and all other areas as determined by the Town Manager or his/her designee.

Approved Equipment

(d) Trainers may only bring the following items:

1. Training mat
2. Weights under 50 pounds
3. Aerobic steps
4. Water bottles
5. Medicine balls
6. Rubber and TRX brand suspension bands
7. Jumping rope
8. Boxing gloves and personal padding

(e) No training equipment shall be tied or anchored to trees or park equipment. All other Parks and Recreation rules and regulations must be adhered to.



Submittal Requirements:

(f) Documentation

1. A fully completed and notarized Town personal trainer/vendor application including the Name, address, driver's license and telephone number of the applicant and, if operating under a business name, the name of the individual owner of the business.
2. A resume outlining professional experience in personal training and copies of applicable valid certifications and licenses.
3. General description of the training being provided and a proposed schedule. Training shall be conducted between the hours of 7:00 a.m. to 9:00 p.m. at Miami Lakes Picnic Park West & Royal Oaks Park daily, and use of Miami Lakes Optimist Park between the hours of 5:00p.m. to 9:00p.m. Mondays-Fridays and 7:00am- 6:00pm Saturdays and Sundays., unless otherwise approved. The Town reserves the right to amend schedules based on Town needs.
4. Site plan sketch indicating the locations where the training will occur within the park.
5. Town current business tax receipt.
6. E-Verify Affidavit - all vendors must submit the E-Verify Affidavit with their Vendor Registration Application.
7. Federal Employer Identification Number (FEIN) or social security number must be presented for vendor registration purposes.

Indemnification & Insurance

(g) Indemnification

1. Agree to indemnify, defend and hold harmless the Town, its elected officials, employees, agents and volunteers against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of privately run Commercial outdoor fee-based activities at any Town park which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the applicant, its employees, agents, or subcontractors.

(h) Insurance

Secure and maintain insurance as specified by the Town Manager or his/her designee consistent with the nature of the activity.

Typical insurance requirements are to maintain current general liability insurance throughout the permit period and provide the Town with the new and current certificate of insurance should insurance expire during the permit period. General liability insurance in an amount no less than One Million and No/100 Dollars (\$1,000,000) per occurrence, and



automobile insurance for owned and non-owned vehicles in an amount no less than \$300,000, is required. The Certificate of Insurance should list the Town of Miami Lakes (6601 Main Street, Miami Lakes, FL 33014) as the certificate holder and should name the Town of Miami Lakes and the Miami Dade County School Board as an additional insured as applicable.

However, the Town may amend insurance requirements dependent on the nature of the activity.

Background Check & ID Badges

(i) Background Checks

1. All of applicant's employees that will be continuously working in the parks must successfully pass a criminal background check in accordance with the Town's Background Check Policy AO #07-01.
2. All background checked and approved trainers are required to obtain a photo identification badge for each permit period, whether a new permit is executed or a returning permit holder is granted another permit. Photo identification badges are to be displayed at all times whenever the permit holder is serving as an exercise trainer at the park site. If individual does not have his/her photo ID badge visible and fails to produce a photo ID badge if requested by staff/officials: the individual will be asked to provide pertinent information (name, organization/business, copy of exercise training permit), the individual will be provided a copy of the Town's enforcement policy, and the individual will not be allowed to continue to participate in program activities until an ID badge is obtained.

Fees

(j) Fee Schedule

1. Prior to the issuance of the permit, the applicant shall remit a fee of \$25.00 per employee to defray the cost of a background check. The Town Manager or his/her designee, at his/her discretion, may deny or revoke a permit based upon the results of the background check consistent with the Town's Background Check Policy AO #07-01.
2. All applicants shall pay a non-refundable annual permit fee of \$500.00.
3. The permit fee is for a one year permit beginning from October 1 through September 30. If a permit is granted after October 1, the permit fee shall be prorated, as appropriate, for each month remaining in the fiscal year. In the event that a permit is revoked, the permit holder will not be reimbursed the permit fee.

Rules & Regulation

(k) Enforcement & Revocation

1. Upon seven (7) days written notice to the permit holder the Town Manager or designee may revoke the permit provided for herein if the permit holder violates any provision of the Town Code, Parks Rules & Regulations or this policy; or damages the park,



landscaping or infrastructure within the park. The permit holder shall pay all costs to repair any damage to Town property.

2. The Town may at all times enforce this policy through any authorized means, including but not limited to, issuance of a Notice of Violation, the issuance of a citation, and/or Police or Code Compliance action pursuant to Town Code. Nothing contained herein shall be construed or interpreted to serve as a defense against any enforcement action brought to the Town based on noncompliance with the requirements of the Town Code.

Use allowed

(l) Permit Use & Rules

1. Permits shall not be assigned in whole or part, nor any portion of the premises sublet.
2. Permit grants a non-exclusive use of the park or area assigned. The Town Manager or his/her designee reserves the right to exclude and change dates or locations from the permit.
3. Permit holders shall collect all litter and garbage generated during the operation of the business at the end of each business day and removes it from the park.
4. It is expected that permit holders report to the Town non-permitted users utilizing the parks for commercial outdoor fee-based instructional activity.

Penalty and fines

(m) Consistent with the Town's Park Ordinance #11-140, any person or vendor convicted of violating any of the provisions outlined in this policy or providing services without a Town permit shall pay a fine not to exceed five hundred dollars (\$500.00) with the amount determined by the Department Director. In addition, any persons found guilty of violating these rules shall remit to the Town the cost of repairing any public property destroyed or vandalized, together with costs and attorney fees incurred in the enforcement of these rules.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney Report on Pending Litigation
Date: 7/25/2017

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)**

This matter is currently being litigated, and substantial legal expenditure is likely. During the month of June, previously reported invoices totaling \$61,318.88 were approved and paid to Lydecker Diaz and Associates Law Firm. Additionally, new invoices were received totaling \$16,815.12 and were paid.

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