

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA
Regular Council Meeting
July 16, 2019
6:30 PM
Government Center
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. **ELECTION OF VICE MAYOR:**
7. **ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
8. **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

9. **APPOINTMENTS:**
10. **COMMITTEE REPORTS:**
11. **CONSENT CALENDAR:**

A. Approval of Minutes;

- June 04, 2019 Regular Council Meeting
- June 19, 2019 Sunshine Meeting
- July 08, 2019 Committee Budget Workshop
- July 08, 2019 Special Call Meeting

B. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING STORMWATER MASTER PLAN UPDATE, INCORPORATING THE STORMWATER MASTER PLAN'S PROJECTS INTO THE TOWN OF MIAMI LAKES STRATEGIC MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-28, GROUND MAINTENANCE SERVICES FOR FDOT RIGHTS-OF-WAY SITES TO SUPERIOR LANDSCAPING & LAWN SERVICES, INC IN AN AMOUNT NOT TO EXCEED \$158,919.60; 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. (Pidermann)

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF THE LAKES SCHOOL FOR THE PLACEMENT OF SCHOOL BASED LAW ENFORCEMENT OFFICERS (SBLEO) BY THE TOWN FOR THE 2018-19 SCHOOL YEAR; AUTHORIZING TOWN OFFICIALS TO EXECUTE THE MOU; AUTHORIZATION TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-29, ROYAL OAKS PARK ATHLETIC LED RETROFIT LIGHTING TO ELECTRICAL CONTRACTING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$180,930; 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. (Pidermann)

12. ORDINANCES-FIRST READING:

A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE XI, "FEES", AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; INCLUDING ALL NOTIFICATION COSTS INTO THE VARIANCE FEES OF ADMINISTRATIVE

VARIANCES, SMALL PROJECT VARIANCES, AND VARIANCES FOR SINGLE FAMILY PROPERTIES OF LESS THAN HALF (½) ACRE OR 2,500 SQUARE FEET; REQUIRING ALL OTHER VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (J. Rodriguez)

13. ORDINANCES-SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PARKING OF COMMERCIAL VEHICLES; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR PARKING REGULATIONS; PROVIDING FOR PENALTIES: PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Ruano)**
- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 35, STREET, SIDEWALKS AND OTHER PUBLIC PLACES, CREATING DIVISION 7, TITLED "DOCKLESS MOBILITY", PERMITTING AND REGULATING THE PLACEMENT AND USE OF DOCKLESS BICYCLES AND SCOOTERS ON THE TOWN'S RIGHTS-OF-WAY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Pidermann)**
- C. 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. (Pidermann)**

14. QUASI-JUDICIAL ITEMS/APPEALS (PUBLIC HEARING):

Please be advised that the following item on the agenda is quasi-judicial in nature. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

- A. QUASI-JUDICIAL PUBLIC HEARINGS** - Please be advised that the following items on the Board's agenda are quasi-judicial in nature. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A MODIFICATION TO A CONDITIONAL USE ISSUED VIA RESOLUTION 15- 1319 FOR AN INDOOR SHOOTING RANGE; SUBMITTED FOR PROPERTY LOCATED AT 14000 NW 82 AVENUE, SUITES 23 AND 24, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2022-052-0240, IN THE IU-C ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE.

15. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF CONTRACTS FOR RFP 2019-13, SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS TO SFM SECURITY SERVICES, INC., FPI SECURITY SERVICES, INC. AND KENT SECURITY SERVICES, INC.; 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. (Pidermann)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, DISSOLVING THE HISTORICAL SOCIETY COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Diequez)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES FLORIDA CODESIGNATING THAT PORTION OF NW 170TH STREET AND NW 87TH AVENUE AS SGT. LARRY E. MARRERO DRIVE; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS**

NECESSARY TO CODESIGNATE THE STREET; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

- D. 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 2019-2020; 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.(Pidermann)**

16. NEW BUSINESS:

- A. K-9 Cove Parking Lot (Alvarez)**
- B. Fairway Drive Traffic Calming (Dieguez)**
- C. Mobility Fee (Ruano)**
- D. Committee Events Consolidation (Rodriguez)**
- E. Miami Lakes Independent Zip Code (Cid)**
- F. Repaving of NW 82nd Ave (Alvarez)**
- G. Temporary Dog Park Traffic Calming (Dieguez)**
- H. Homes flooding in Royal Oaks (Ruano)**
- I. Naming of Courtyard at ROP (Rodriguez)**
- J. Volunteer Florida (Cid)**
- K. Elected Officials Transition Procedures Act (Dieguez)**
- L. Trash and Waste pickup (N. Rodriguez)**
 - *This item requires the waiver of item 7.2 of the Special Rules of Order.**
- M. The Mayor's Back to School Beyblade Challenge Night (Cid)**
- N. Franchise Fee Restrictive Ordinance (Dieguez)**
 - *This item requires waiver of Section 6.9 and 7.2 of the Special Rules of Order**
- O. Taxpayer Transparency Act (Cid)**
 - *This item requires the waiver of Section 7.2 of the Special Rules of Order**
- P. Modified Operating Hours (Dieguez)**
 - * This item requires the waiver of Section 6.9 and 7.2 of the Special Rules of Order.**

17. MAYOR AND COUNCILMEMBER REPORTS:

- A. Participatory Budgeting - Vox Populi Budgeting - Door to Door Budgeting**

18. MANAGER'S REPORT:

- A. 2020 Florida Legislative Priorities & Funding Requests**

B. Town Manager Monthly Police Activity Report

19. ATTORNEY'S REPORT:

A. Attorney's Reports

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: Gina M. Inganzo, Town Clerk
Subject: Approval of Minutes
Date: 7/16/2019

Recommendation:

Attached please find Minutes for your review and approval.

- June 04, 2019 Regular Council Meeting
- June 19, 2019 Sunshine Meeting
- July 08, 2019 Committee Budget Workshop
- July 08, 2019 Special Call Meeting

ATTACHMENTS:

Description

June 4, 2019 Regular Council Meeting Minutes

June 19, 2019 Sunshine Meeting Minutes

July 8, 2019 Committee Budget Workshop Minutes

July 8, 2019 Special Call Meeting Minutes

MINUTES
Regular Council Meeting
May 14, 2019
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Special Presentations started at 6:00 pm.

Mayor Manny Cid called the meeting to order at 6:46 p.m.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers being present: Carlos Alvarez, Luis Collazo, Joshua Dieguez, Jeffrey Rodriguez and Mayor Manny Cid Councilmember Marilyn Ruano and Vice Mayor Nelson Rodriguez joined the meeting at 6:47 pm.

3. MOMENT OF SILENCE:

Danny Angel led the invocation.

Ariel Fernandez, via live remote public comments, shared some inspirational words to the attending public.

4. PLEDGE OF ALLEGIANCE:

Councilmember Luis Collazo led the Pledge of Allegiance.

5. SPECIAL PRESENTATIONS:

Mayor Cid asked Neil Robinson and the Cultural Affairs Committee Members, along with Chris Norwood, to present the Proclamation naming June 4, 2019 as the “African-American Music Appreciation Month” in the Town of Miami Lakes.

Mayor Cid asked Michael Huffaker and the Economic Development Committee to present Charisma Glassman with a Certificate of Recognition.

Mayor Cid asked Dan Oliver to recognize the Elderly Affairs Committee 2018 Senior Games Overwall winner, to Bob Jones.

Mayor Cid asked Councilmember Luis Collazo to recognize the Miami Lakes Garden Club.

Mayor Cid asked the Town Commander, Major Javier Ruiz to recognize the following two officer:

Sergeant Christine Salmon-Rolle for 30 Years of service, retired February 2019.

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

Mayor Cid motioned to move up items 14E, to discuss after Public Comments. Councilmember Alvarez deferred item 14F and 14I to the July 16th Regular Council Meeting. Councilmember Collazo requested to move up item 13B right after item 14E. The Town Clerk recommended the addition of a Committee Report from the Veterans Committee and from the Education Advisory Board. Councilmember Collazo deleted item 14K. The Town Attorney stated that the applicant requested to defer item 13C to the July 16th Regular Council Meeting. Councilmember Collazo motioned to approve the new order of business, with all the additions, deletions and deferrals. Vice Mayor Rodriguez seconded the motion, and all were in favor.

Mayor Cid then presented Mr. Javier Betancourt, the Executive Director of the Citizens Independent Transportation Trust, the CITT from Miami Dade, with a PowerPoint presentation on the TPT and an overview of the CITT.

7. PUBLIC COMMENTS:

Tony Mendez came before the Town Council to speak on improvements for Canine Cove.

Dr. Dave Bennett came before the Town Council to speak in regard to blasting improvements.

Esperanza Reynolds came before the Town Council to speak on public health concerns.

Mirtha Mendez came before the Town Council to speak on the Town budget.

George Martinez came before the Town Council to speak on vehicle parking.

Pilar Dalmau came before the Town Council to speak on Town Improvements.

Claudia Lucas came before the Town Council to speak on item 14C.

Mario Morales came before the Town Council to speak on Canine Cove.

Bonnie Cintron came before the Town Council to speak in favor of item 14G.

8. APPOINTMENTS:

Helen Roldan was appointed to the Neighborhood Improvement Committee, nominated by Councilmember Collazo.

Daylin Garcia was appointed to the Education Advisory Board, nominated Councilmember Dieguez.

Erich Valerni was appointed to the Youth Activities Task Force, nominated by Councilmember Dieguez.

Jason Van Katwyck was appointed to the Neighborhood Improvement Committee, nominated by Mayor Manny Cid.

Darwin Villavicencio was appointed to the Public Safety Committee, nominated by Councilmember Ruano.

Councilmember Dieguez motioned to approve the Committee Appointments. Councilmember Collazo the motion, and all were in favor.

9. COMMITTEE REPORTS:

Dorothy Wix, Chair of the Elderly Affairs Committee, presented the Committee's report to the Town Council.

Janet Marti, Vice Chair of the Education Advisory Board, requested the reallocation of \$12,000, from the SAT/ACT Prep Class to a new category – Educational Support Fund. Ms. Marti explained the request the following way: that \$2,000 are to match the two current scholarships already provided by the Graham Companies and \$10,000 to be moved into another category called the educational grants, in order to have the teachers of the schools, within the Town of Miami Lakes, to actually apply for them for anything that's impactful for the students. Mayor Cid made a motion to move the EAB's request and it was seconded by Councilmember Alvarez.

After some discussion, Councilmember Ruano made a motion to not include any private institutions in the funding from the EAB and Councilmember Rodriguez seconded the motion. The Town Clerk called the roll regarding Councilmember Ruano's motion and the motion passed 4-3, with Councilmember Alvarez, Councilmember Dieguez and Mayor Cid voting in opposition.

The Deputy Town Clerk called the roll on Mayor Cid's main motion and it passed 5-2, with Councilmember Alvarez and Councilmember Dieguez voting in opposition.

Nayib Hassan, Chair of the Veterans Affairs Committee, explained that Ms. Hernandez met with Commander Dennis Baker, from the Florida Veterans Foundation and he agreed to host the Florida Veterans Foundation meeting in the Town of Miami Lakes. That is that 65 experts will be joining up in the Town of Miami Lakes. Chair Hassan requested the Town Council the opportunity to host the Florida Veterans Foundation in Miami Lakes and approve moving forward with the Florida Veterans Foundation and authorizing the Veterans Committee to seek the experts and necessary means in order to host this meeting.

in the town. Mayor Cid motioned to approve the Veterans Committee request. Councilmember Collazo and Ruano both seconded the motion, and all were in favor.

10. CONSENT CALENDAR:

Vice Mayor Rodriguez motioned to approve the items under the Consent Calendar. Councilmember Collazo seconded the motion, and all were in favor.

A. APPROVAL OF MINUTES

- May 14, 2019 Regular Council Meeting minutes
- May 16, 2019 Sunshine Interview Meeting minutes
- May 20, 2019 Special Call Meeting Minutes
- May 23, 2019 Sunshine Meeting Minutes
- May23, 2019 Town Council Business Plan- Budget Workshop FY 2019-20 minutes.

Approved on Consent.

11. ORDINANCE-FIRST READING:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PARKING OF COMMERCIAL VEHICLES; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR PARKING REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE (Ruano)

Mayor Cid read the title of the ordinance into the record.

Councilmember Rodriguez motioned to approve the ordinance in first reading. Councilmember Collazo seconded the motion and the motion passed, 4-1, with Councilmembers Alvarez and Ruano being absent.

12. ORDINANCES- SECOND READING (PUBLIC HEARING):

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 18-230, AS AMENDED BY ORDINANCE 2019-237; AMENDING THE TOWN'S FISCAL YEAR 2018-2019 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

Mayor Cid opened the public hearing.

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

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

Vice Mayor Rodriguez motioned to approve the ordinance in second reading. Councilmember Collazo seconded the motion, and the motion passed, 7-0.

13. RESOLUTIONS:

A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING RESOLUTION 18-1567; RE-ESTABLISHING THE BLASTING ADVISORY BOARD; REMOVING PROVISIONS FOR SUNSET; PROVIDING FOR BOARD MEMBERSHIP; CREATING PURPOSE OF BOARD; PROVIDING FOR MEETING REQUIREMENTS AND PROVIDING WITH AN EFFECTIVE DATE. (Town Council)

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

Councilmember Dieguez motioned to re-establish the committee. Councilmember Collazo seconded the motion and the motion passed.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AND RATIFYING THE TERMS AND CONDITIONS OF A SETTLEMENT AGREEMENT WITH RODY BLANCO AND JENNY DEL PINO, FOR CODE COMPLIANCE CASE NOS. 19991-032503, 2000-107725, 2001-002249, B2005-2564 AND B2012-0504, AND PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The Town Manager, Edward Pidermann introduced the item.

Deputy Town Attorney, Lorenzo Cobiella, explained the conditions of the settlement and explained that if the settlement agreement is not respected, the Town of Miami Lakes will reimpose the liens, fines and seek any and every remedy available under the law.

Mayor Cid opened the public hearing.

Mary Benaige came before the Town Council and spoke about her concerns about the settlement agreement and about her need to be reassured that the agreement does not fall thru.

Mickey Marrero, the Attorney of the property owner, explained that his client is willing and able to comply with the settlement agreement. The property owner will move back home with his family and put everything behind them.

Mayor Cid closed the public hearing.

Vice Mayor Rodriguez motioned to approve the resolution, as amended. Councilmember Collazo seconded the motion, and all were in favor.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A MODIFICATION TO A CONDITIONAL USE ISSUED VIA RESOLUTION 15-1319 FOR AN INDOOR SHOOTING RANGE; SUBMITTED FOR PROPERTY LOCATED AT 14000 NW 82 AVENUE, SUITES 23 AND 24, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2022-052-0240, IN THE IU-C ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE.

This item was deferred to July 16th, Regular Council Meeting.

14. NEW BUSINESS:

A. Performance Evaluation Standards (Dieguez)

Councilmember Dieguez made a motion to direct the Town Administration to schedule a council workshop within 60 days of the passage of this proposal, to establish formal

performance evaluation criteria, regarding the Town Manager and Town Attorney. Councilmember Collazo seconded the motion.

Shortly thereafter, Councilmember Dieguez amended his motion to add that this evaluation criteria should also include the Town Clerk. This amendment to the motion was seconded by Mayor Cid. All were in favor of the motion as amended.

B. Lake Quality Improvement Partnerships (Collazo)

Councilmember Collazo made a motion to direct Town staff to coordinate with the Neighborhood Improvement Committee, to partner up with the HOA's with respect to adopting some of the suggestions that came up during the meeting, to continue improving the lake quality standards town wide. Councilmember Ruano seconded the motion. All were in favor.

C. Parks and Green Space for All (N. Rodriguez)

Councilmember Rodriguez made a motion requesting Town Staff to bring back 3 to 5 park development options, in conjunction with the options that Councilmember Collazo motioned last month, to include the following: the Optimist Park, K-9 Cove Parking, Bridge Park, Bob Graham Education Fields and the lights at the Barbara Goleman High School Park, pending agreements with the proper agencies, to all of these parks; updating and finishing the developing of these parks; prioritizing the parks in order of project need and of cost; bring back financing options as well as bringing back clear details of cost per park; bonds, loans or a hybrid of all including pay as you go and capping the total of these parks at 11.5 million and stating what will be the cost per year/per home to the residents. The motion was seconded by Councilmember Alvarez.

Public Comments:

Jim Hamilton came before the Town Council to speak on behalf of the Optimist Club and thanked the Town Council for their innovative ideas for all park improvements.

Claudia Luces came before the Town Council to speak about the safety issue on 82nd Avenue, when people parallel park on 82nd Avenue on the side of Miami Lakes West Park and she spoke about park improvement options in general and prioritizing these options.

Carlos Fernandez came before the Town Council to speak about the urgency of the improvements to be done to the Park.

Councilmember Dieguez made an amendment to the motion, for it to remove the 11.5 million, in order to give staff more flexibility to be able to present those options and in the second part of the amendment, Councilmember Dieguez requested that of all those options, whatever the ultimately plan is, be something that gets the majority of the

Town Council's support. After some discussion, Councilmember Dieguez withdrew the second part of his amendment. The first part of Councilmember Dieguez's amendment to the motion, which was to remove the 11.5 million, was seconded by Councilmember Jeffrey Rodriguez and all were in favor.

After discussion, Vice Mayor Rodriguez' original motion, as amended by Councilmember Dieguez' motion, passed, 5 to 2, with Councilmember Dieguez and Councilmember Ruano voting in opposition.

D. Termination of Town Provided SRO Services to Local K-8 Centers (Ruano)

Councilmember Ruano asked the Town Manager to provide clarification on the SRO services that the Town had with MDC School. The Town Manager stated that the School Board informed him that the reimbursement rate, had the Town of Miami lakes needed Miami-Dade officers to cover the two schools, the reimbursement from the school board would have been much higher that it during the fiscal year. The Town Manager stated that the reimbursement rate for each school was about \$35,000, and he informed that next year it would have been in the \$70,000.

The Town Manager also stated that an email from the School Board was received, regarding the Law Enforcement Officers, stating that the School Board does not anticipate needing assistance for the 2019-2020 new academic year. The email also stated that if staffing issues are needed, they will reach out to the Town Administration.

The Town Manager concluded that the Town of Miami Lakes will not have to fund the three K-8 school centers for the upcoming academic year, and no renewal with the Lady of the Lakes, as well. Councilmember Ruano then stated that no further action would be required on her item.

Shortly thereafter, Councilmember Ruano requested an update on the SRO's and the School Board for the July Council Meeting.

E. Moment of Silence (Cid)

Mayor Cid made a motion to officially make this a priority for the 2020 Legislative Session. Councilmember Rodriguez seconded this motion. All were in favor.

F. K-9 Cove Parking Lot Parking (Alvarez)

This item was deferred to July 16th, Regular Council Meeting.

G. Miami Lakes Truth in Lending (Dieguez)

Councilmember Dieguez made a motion to propose that the Town of Miami Lakes, 90 days before any scheduled election wherein the town seeks voter approval for a bond, a pamphlet will be mailed to each household containing the following information:

First, that it states the total current amount of all types of debts owed by the town, Second, that it would display separately and in a conspicuous manner, the interest and principal to be paid on the proposed bond. Third, that it lists each of the projects for which the bond is sought and the amount of the bond allocated to each project; that it provide a consolidated table payments for the town's total debt service, if the proposed bond is approved; that it state whether the town's credit rating has changed within the last 5 years and to describe the change if any and finally, state the town's credit rating at the time of publishing. This pamphlet would be titled "Miami Lakes Truth in Public Lending Act" and would be in both English and Spanish. The motion was seconded by Councilmember Rodriguez.

After some discussion, Councilmember Dieguez amended his motion to include "So long as any provision does not conflict with State Law". The amendment was seconded by Councilmember Rodriguez and all present were in favor; Councilmember Alvarez was absent.

H. Miami-Dade County Legislative Advocacy/Lobbying (Collazo)

Councilmember Collazo requested for the Town Manager to work with the County Commissioner to work on issues that affect and impact our town. The Town Manager reassured the Town Council No motion was made.

I. Repaving of NW 82nd Avenue (Alvarez)

This item was deferred to the July 16th Regular Council Meeting.

J. Pedestrian Safety (Dieguez)

The Town Manager explained the reason why a stretch of concrete was removed. The Town Manager explained that the concrete was removed because it was damaged and because of the lack of crosswalk to the park. The Town Manager stated that the Public Works Department will be looking into implementing the crosswalks that were spoken about and addressed in the May Council Meeting. Concrete will be reinstalled in the Loch Lomand stretch, so that people will have a safe crosswalk on the street and concrete access to the park. No motion was made.

K. Opposition to Cell Tower (Collazo)

This was pulled during the Order of Business

L. Project Funding Priority (Dieguez)

Councilmember Collazo waived the rules for this item and Mayor Cid seconded this motion. All were in favor.

Councilmember Dieguez made a motion to direct the Town Manager, that as money becomes available, that it be dedicated first and foremost to the top two projects on the park priority sheet. This Motion was seconded by Councilmember Collazo.

15. MAYOR AND COUNCILMEMBER'S REPORT:

A. Miami-Dade County Commission Meeting – May 21ST (Cid)

Mayor Manny Cid reported on conversation with Commissioner Bovo concerning upcoming progress with Opa-Locka Airport.

16. MANAGER'S REPORT:

A. Town Manager Monthly Police Activity Report

Town Major, Javier Ruiz, provided the monthly crime report to the Town Council for the month of May. Reported on partnership with the Town for upcoming "Frozen Yogurt with a Cop" event and he also gave an update on LPR's.

The Town Manager, Mr. Pidermann, provided a report on securing Town Hall and the steps taken so far.

Mayor Cid made a motion to extend the Regular Council Meeting until 12:45 am. All were in favor.

B. Traffic Calming on 79th Avenue

Public Works Director, Carlos Acosta, gave initial feedback from Town residents regarding the proposed speed humps.

C. 2020 Census

Communications and Community Affairs Director, Clarisell De Cardenas, provided an update on the Town's efforts to partner with the U.S. Census Bureau and the Miami-Dade Census Task Force to ensure that every Miami Lakes resident is counted for.

17. ATTORNEY'S REPORT:

A. Attorney's Report

The Town Attorney, Raul Gastesi, reported on the current ongoing litigations provided in the agenda. Deputy Town Attorney, Lorenzo Cobiella, provided an update on the progress with 59th Raul Gastesi.

ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 1:12 a.m.

Approved on this 4th day of June 2019.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk

MINUTES
Sunshine Meeting
June 19, 2019
8:00 PM
Mary Collins Community Center
6601 Main Street, Miami Lakes, Florida 33014

1. Call to Order:

Meeting began at 8:09 p.m.

Present at the meeting were: Councilmember Luis Collazo, Vice Mayor Nelson Rodriguez, Mayor Manny Cid, Veteran Committee Chair Nayib Hassan, Youth Activities Task Force Chair Tony Fernandez, Planning and Zoning Board Member Lynn Matos, Deputy Town Clerk Ashley Shepple, and other local residents, mental health professionals, Miami Lakes High School teachers and Victor Ruiz' family members.

2. Items Discussed:

A. Suicide Awareness Event

Miami Lakes resident, Emily Wong, spoke about organizing and planning a community event in honor of her late friend, Victor Ruiz, who committed suicide last year. She was asking for not only Town Elected Officials, Staff, and Committees support but help from other mental health professionals and Miami Lakes residents. Ms. Wong would like the event to be called "Out of the Darkness" and to be held on Saturday, August 10, 2019. Ms. Wong divided the attendees into several event planning groups to coordinate the event. They were such as logistics, marketing, sponsorship, event activities, volunteer recruitment, mental health professionals and organization recruitment, and non-profit organization recruitment.

Adjournment:

This meeting was adjourned at 9:00 p.m.

Approved on this ___ day of ___ 2019.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Budget Workshop for Committees
July 8, 2019
6:30 P.M.
Government Center
6601 Main Street
Miami Lakes, FL
33014

1. CALL TO ORDER:

Vice Mayor Rodriguez began the meeting at 6:47 p.m.

Present at the workshop were the following Councilmembers: Carlos Alvarez, Luis Collazo, Josh Dieguez, Jeffrey Rodriguez and Vice Mayor Rodriguez. Councilmember Marilyn Ruano arrived at 6:57 PM and Mayor Manny Cid arrived at 7:55 PM.

2. MOMENT OF SILENCE:

Vice Mayor Rodriguez led the invocation.

3. PLEDGE OF ALLEGIANCE:

Councilmember Carlos Alvarez led the Pledge of Allegiance.

4. PUBLIC COMMENTS:

The Town Clerk, stated for the record that Ms. Hope Reynolds, sent via email, a written public comment regarding the Committee Budget Workshop.

5. ITEMS FOR DISCUSSION:

A. 2nd Budget Workshop for Committees

Edward Pidermann, Town Manager, discussed the opportunity for Committee Chairs to present their proposed fiscal budget for the following year. The Chairs from their respective Committees whom spoke before the Council to present their proposed budgets for FY 2019-2020, were as follows: Mr. Neill Robinson from the Cultural Affairs Committee, Mr. Michael Huffaker from the Economic Development Committee, Mrs. Jacqueline Vaquer from the Education Advisory Board Committee, Mrs. Dottie Wix from the Elderly Affairs Committee, Mr. Rudy Lloredo from the

Neighborhood Improvement Committee, Ms. Nancy Rogers from the Public Safety Committee, Mr. Nayib Hassan from the Veterans Committee, and Mr. Tony Fernandez from Youth Activities Task Force.

ADJOURNMENT:

There being no further business to come before the Council, the workshop adjourned at 10:30 p.m.

Approved on this ____ day of _____ 2019.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk

**MINUTES
Special Call
Meeting
July 8, 2019
8:30 P.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida
33014**

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 8:38 pm.

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Carlos Alvarez, Luis Collazo, Joshua Dieguez, Jeffrey Rodriguez, Mayor Manny Cid, and Vice Mayor Nelson Rodriguez. Councilmember Marilyn Ruano joined the meeting at 8:40 pm.

3. PLEDGE OF ALLEGIANCE:

Town Manager, Edward Pidermann led the Pledge of Allegiance

4. PUBLIC COMMENTS:

Nayib Hassan came before the Town Council to speak in favor of Suicide Awareness Event.

Marcos Gutierrez came before the Town Council to speak in favor of Suicide Awareness Event.

The parents and brother of the suicide victim, Victor Ruiz, came before the Town Council to speak in favor of Suicide Awareness Event.

The father of Emily Wong came before the Town Council to speak in favor of Suicide Awareness Event.

Lynn Matos came before the Town Council to speak in favor of Suicide Awareness Event.

Rodrigo Loranzo came before the Town Council to speak in favor of Suicide Awareness Event.

5. Items for Discussion and Action:

A. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, SUPPORTING THE VETERANS COMMITTEE COMING OUT OF THE DARKNESS EVENT, AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Town Attorney, Lorenzo, read the title of the resolution into the record.

Councilmember Collazo motioned for the Town of Miami Lakes to support the Suicide Awareness Event to take place on Saturday, August 10, 2019, from 6 PM to 9 PM at Picnic Park West and the motioned was seconded by Mayor Cid. The Town Clerk called the roll and the motion passed, 7-0.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 9:10 p.m.

Approved this ____ day of _____ 2019.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Adoption of the Stormwater Master Plan Update No. 3
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council approve a resolution adopting the Stormwater Master Plan Update No. 3 and incorporating identified capital projects into the Town's Strategic Plan.

Background:

The Town's Stormwater Master Plan (SWMP) was originally completed in 2003 and addressed flood protection, creating a storm water utility, developing a prioritized Storm Water Capital Improvement Plan (CIP), and joining federal flood insurance programs. Updates to the original SWMP were completed in 2006 and 2012 to evaluate the progress made to date, identify and evaluate the next priority storm water projects, and modify the CIP accordingly.

On January 16, 2018, the Town Council passed Resolution No. 18-1508 approving a work order agreement between Kimley-Horn and Associates ("KHA") and the Town for the Stormwater Master Plan Update No. 3. The master plan update was completed in May 2019 and Town staff presented a brief summary of the master plan initiative and recommends to the Town Council in a workshop on May 21, 2019.

Town Staff is recommending approval of a resolution adopting the Stormwater Master Plan Update No. 3 and incorporating the identified capital projects into the Town's Strategic Plan for prioritization and budget programming.

ATTACHMENTS:

Description

Resolution

Exhibit A

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING STORMWATER MASTER PLAN UPDATE, INCORPORATING THE STORMWATER MASTER PLAN'S PROJECTS INTO THE TOWN OF MIAMI LAKES STRATEGIC MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE. (Edward Pidermann)

WHEREAS, on January 18, 2018, the Town of Miami Lakes (the "Town") Council adopted Resolution 18-1508, approving a work order agreement between Kimley-Horn and Associates and the Town for the Storm Water Master Plan Update No. 3; and

WHEREAS, the Storm Water Master Plan Update No. 3 was completed in May, 2019 and provides a list of necessary capital improvements. A true and correct copy of the Storm Water Master Plan is included as Exhibit "A"; and

WHEREAS, the Town Manager believes it is in the Town's best interest to adopt the recommendations listed in the Storm Water Master Plan Update No. 3, and have the recommendations incorporated into the Town's Strategic Master Plan for prioritization and budgeting; and

WHEREAS, the Town Council finds it in the best interest of the Town to adopt the recommendations listed in the Storm Water Master Plan Update No. 3, and have the recommendations incorporated into the Town's Strategic Master Plan.

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. **Adoption of the Storm Water Master Plan Update No. 3 and Incorporation of Findings to the Town's Strategic Plan.** The Storm Water Master Plan Update No. 3, attached hereto as Exhibit "A," is approved, and its findings, as they relate to necessary capital improvement projects are incorporated into the Town's Strategic Plan.

Section 3. **Effective Date.** This Resolution shall be effective immediately upon adoption.

***** THIS PORTION HAS BEEN LEFT INTENTIONALLY BLANK *****

Passed and adopted this 9th day of July 2019

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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes

Storm Water Master Plan

Update #3

May 2019

Prepared For:
Town of Miami Lakes, Florida
6601 Main Street
Miami Lakes, Florida 33014

Prepared By:
Kimley-Horn & Associates
600 North Pine Island, Suite 450
Plantation, Florida 33324

Kimley»»Horn

Executive Summary

The Town of Miami Lakes is located in northwestern Miami-Dade County, Florida and was incorporated in December 2000. In January 2003, Kimley-Horn and Associates, Inc. (KHA) completed a Storm Water Master Plan for the Town in preparation of the Town assuming responsibility for storm water management within its boundaries. In March 2003, the Town adopted Ordinance 03-31 which established the Town's Storm Water Utility and assumed maintenance responsibility from Miami-Dade County for drainage facilities located within the Town boundary. In April 2006, KHA completed Storm Water Master Plan Update #1 in order to enable the Town to examine the effectiveness of the ongoing Storm Water Operation and Maintenance and Capital Improvement Programs. Subsequently, KHA completed Storm Water Master Plan Update #2 in April 2012 to continue the efforts and now this 3rd update.

In the six years since Storm Water Master Plan Update #2 was completed, the Town of Miami Lakes has implemented the recommended Operations and Maintenance Program and constructed several of the drainage projects included in the Capital Improvement Program utilizing grant funding and revenue from the Storm Water Utility. This Storm Water Master Plan Update #3 will enable the Town to examine the effectiveness of the ongoing Operation and Maintenance Program, to evaluate progress in implementing the Capital Improvement Program, and to identify additional Capital Improvement Projects for future reduction of flooding and improvement of water quality within the Town of Miami Lakes.

In order to measure the performance of each drainage sub-basin, performance goals were identified in the Town's original Storm Water Master Plan. This report summarizes the performance against goals established in the original plan for ten (10) priority sub-basins. The report also recommends drainage improvements that will improve storm water management in the selected priority sub-basins.

Recommended locations of improvement were identified using the Town's existing GIS files identifying the locations of existing infrastructure. The recommended improvements are the basis for the Capital Improvement Program contained at the end of the report.

In addition to a review of the performance criteria and improvements recommended to reduce flooding in the analyzed sub-basins, an analysis was performed to estimate the impacts on construction cost to the estimated capital improvements if there should be a 6-inch and 12-inch raise in groundwater elevations due to anticipated sea level raise.

The Capital Improvement Program contains approximately an average of \$850,000 in annual expenses related to ongoing operation and maintenance of the existing system in conformance with the mandates of Federal and State government agencies and the Town's desire to improve drainage conditions. The Capital Improvement Program also contains approximately \$13,700,000 worth of major Capital Improvement Projects recommended to be implemented over the next ten years.

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The Town of Miami Lakes is located in northwestern Miami-Dade County, Florida and was incorporated in December 2000. Figure 1 illustrates the location of the Town of Miami Lakes. In January 2003, Kimley-Horn and Associates, Inc. (KHA) completed a Storm Water Master Plan for the Town in preparation for the Town assuming responsibility for storm water management within its boundaries. In March 2003, the Town adopted Ordinance 03-31 which established the Town's Storm Water Utility and assumed maintenance responsibility from Miami-Dade County for drainage facilities located within the Town's boundary. As a co-permittee with Miami-Dade County under the Florida Department of Environmental Protection's (FDEP) Municipal Separate Storm Sewer System (MS4) permit number FLS 000003, the Town was required to prepare a comprehensive storm water management program, prompting the development of the Storm Water Master Plan. In order to continue the Town's efforts to improve its storm water management, the master plan was updated with Storm Water Master Plan Update #1 completed in April 2006 and Storm Water Master Plan Update #2 in April 2012. This allowed the Town to examine the effectiveness of the ongoing Operation and Maintenance Program, to evaluate progress in implementing the Capital Improvement Program, and to identify additional Capital Improvement Projects for future reduction of flooding and improvement of water quality within the Town of Miami Lakes.



This Storm Water Master Plan Update #3 will enable the Town to examine the effectiveness of the ongoing Operation and Maintenance Program, to evaluate progress in implementing the Capital Improvement Program, and to identify additional Capital Improvement Projects for future reduction of flooding and improvement of water quality as a part of the Town of Miami Lakes continued efforts to improve storm water management.

The first section of this Storm Water Master Plan update consists of research for the data collection phase of the plan. Research included a review of previous storm water master plans, regulatory requirements and permits, GIS coverage, completed projects since the last update, current deficiencies, and priority sub-basins identified for the study. Existing information of storm water management available from various sources including the Miami-Dade County Department of Environmental Resource Management (DERM), the Miami-Dade County Department of Public Works, the South Florida Water Management District (SFWMD), the Federal Emergency Management Agency (FEMA), the Florida Department of Environmental Protection (FDEP), and Town of Miami Lakes records was compiled in this section.

The second section of this Storm Water Master Plan contains drainage analysis of ten (10) sub-basins that were selected as priority areas for improvement by the Town. Proposed drainage improvements along with estimated cost for the priority sub-basins are recommended to meet performance goals associated with both reducing flooding and improving water quality.

The third section of this Storm Water Master Plan outlines a Capital Improvement and an Operations and Maintenance Program for the Town's Storm Water Utility.

In the six years since Storm Water Master Plan Update #2 was completed, the Town of Miami Lakes has implemented the recommended Operations and Maintenance Program update recommended in Storm Water Master Plan Update #2 and constructed several of the drainage projects included in the Capital Improvement Program utilizing grant funding and revenue from the Storm Water Utility.

As a part of the Town's strategic planning initiative to improve efficiency of stormwater infrastructure as well as develop standards for infrastructure, the effects of groundwater rise were examined. Rising groundwater will reduce efficiencies of the storm water systems and therefore additional infrastructure will be required to provide the same protections in the future. Additional analyses were performed to establish expected improvement cost increases to prepare the Town for future conditions.

Data Collection and Existing Conditions

Available storm water management information for the Town of Miami Lakes was reviewed to provide a baseline for this Storm Water Master Plan Update. The information reviewed included the following:

1. Town of Miami Lakes Storm Water Master Plan, Storm Water Master Plan Update #1, and Storm Water Master Plan #2.
2. Town permits, ordinances, regulations and guidance for storm water management.
3. Storm water management GIS coverage.
4. Design and record drawings of completed and proposed drainage projects.
5. Review of citizen complaints identify existing drainage deficiency areas.

The following sections contain summaries of the gathered information.

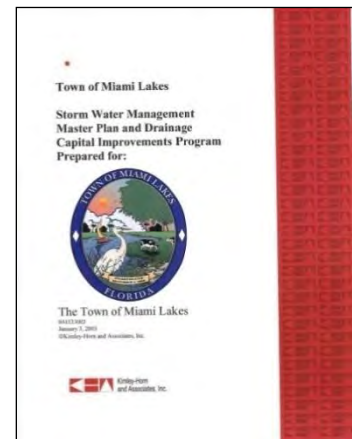
Town of Miami Lakes Storm Water Master Plan, Update #1, and Update #2

The Town's original Storm Water Master Plan was issued in January 2003. The first update was issued in April 2006 and the second update was issued in April 2012.

Storm Water Master Plan (2003)

In order to address adequate environmental protection and adequate flood protection, the Town of Miami Lakes created the Storm Water Utility to enable the Town to take ownership and operational responsibilities of its storm water management system. As a part of the Storm Water Utility creation, the Town selected Kimley-Horn and Associates, (KHA) to conduct a Storm Water Management Plan.

The Storm Water Management Plan identified areas of concern (Figure 2) as well as analyzed sixteen (16) sub-basins (Figure 3) for drainage analysis. The analysis consisted of the establishment of performance goals to reduce flooding and improve water quality. All of the performance goals identified have been the basis of all subsequent storm water management update analysis.



The priority sub-basins analyzed in the original Storm Water Master Plan for improvements included:

- Loch Ness
- Lake Glenn Ellen
- Lake Sandra
- Lake Cynthia Sections 1, 2, and 3
- Lake Carol Sections 1, 2, 3, and 4
- Lake Elizabeth Sections 1 and 2

- Bull Run Road
- Miami Lakeway North
- NW 154th Street
- NW 82nd Avenue

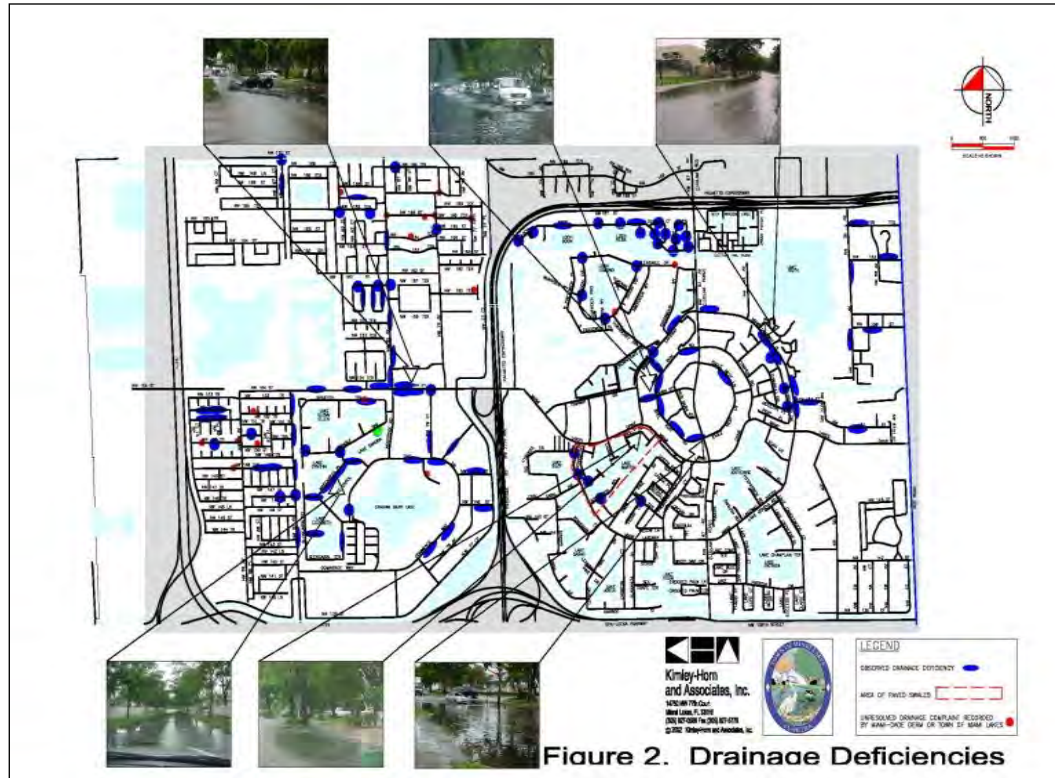


Figure 2-Storm Water Master Plan (2003) Drainage Deficiencies Identified

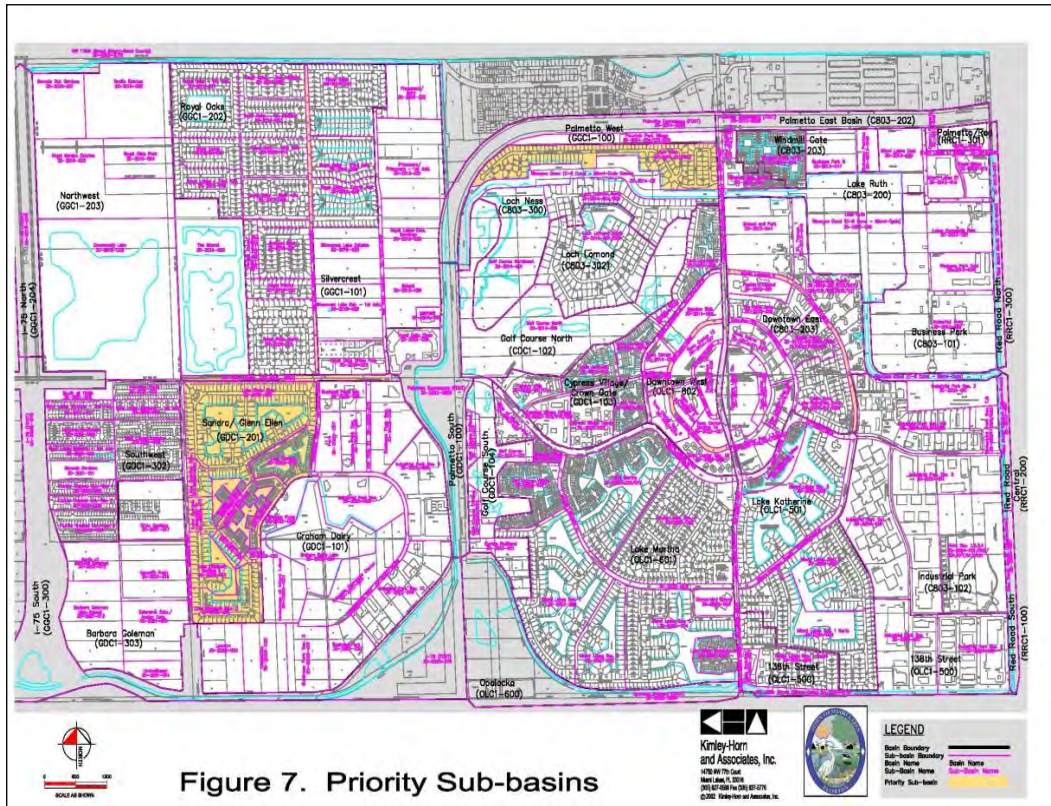


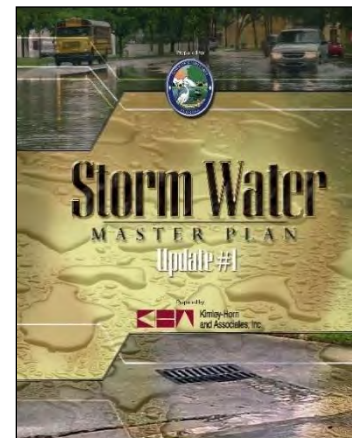
Figure 3-Storm Water Master Plan (2003) Priority Sub-Basins Identified

A Capital Improvement and Operations and Maintenance Program was developed for the Town's Storm Water Utility to help plan and implement the proposed improvements identified in the original Storm Water Master Plan. Many of the projects identified have been constructed with the remaining improvements no longer needed due to a significant reduction in flooding due to the implementation of the Operations and Maintenance Program.

Storm Water Master Plan Update #1 (2006)

Storm Water Master Plan Update #1 was issued in April 2006. The update enabled the Town to examine the effectiveness of the ongoing Operation and Maintenance Program, to evaluate progress in implementing the Capital Improvement Program, and to identify additional Capital Improvement Projects for future reduction of flooding and improvement of water quality within the Town of Miami Lakes.

The first section noted improved drainage conditions within the Town following the Town assuming responsibility for the drainage system from Miami-Dade County.



The second section contained drainage analysis of eighteen (18) priority sub-basins, ten (10) from the original Master Plan and eight (8) new ones. Drainage improvements for the priority sub-basins were recommended to meet performance goals for reducing flooding and improving water quality. An exhibit from the update showing the location of the priority sub-basins identified in Storm Water Master Plan Update #1 can be seen in Figure 4. The new priority sub-basins identified for analysis in the first update include:

- Lake Patricia
- NE Industrial
- Business Park East
- Industrial Areas
- Lake Martha
- Olivia Gardens
- South Miami Lakeway North
- Lake Sarah

The third section outlined an updated Capital Improvement and Operations and Maintenance Programs for the Town's Storm Water Utility. Again, many of the projects identified in the 2006 Storm Water Master Plan Update #1 Capital Improvement Program had been implemented utilizing grant funding and the proceeds of the Town's Storm Water Utility.

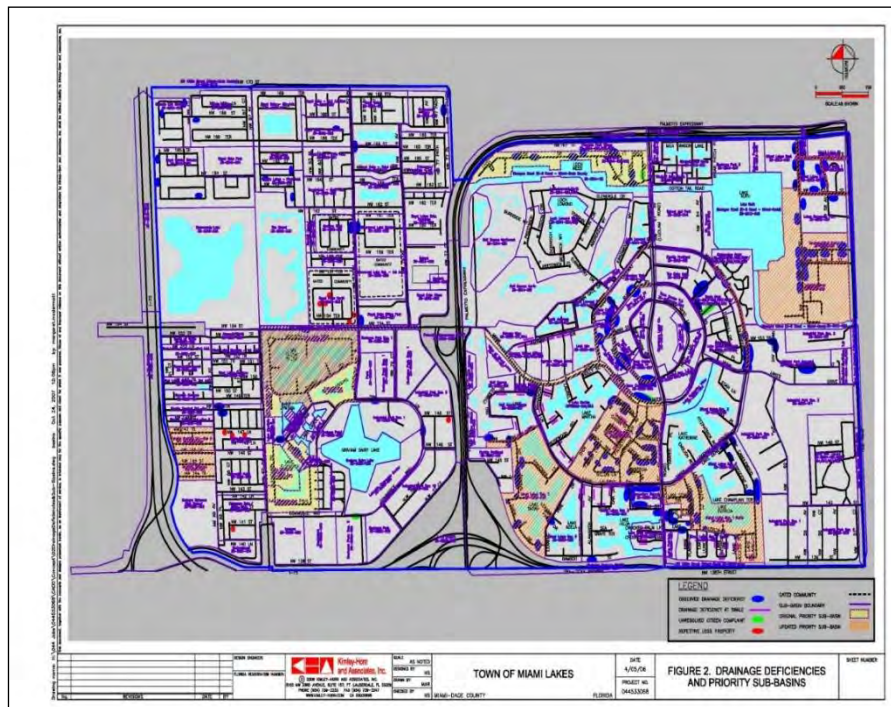


Figure 4-Storm Water Master Plan Update #1 (2006) Priority Sub-Basins and Drainage Deficiencies Identified

Storm Water Master Plan Update #2 (2012)

Storm Water Master Plan Update #2 was issued in April of 2012 to review improvements that were done since the previous update and analyze additional priority sub-basins for improvements. The update identified seven (7) new priority sub-basins:

- West Lakes A
- West Lakes C
- West Lakes D
- West Lakes E
- Royal Oaks A
- Royal Oaks B
- Royal Oaks C



Additionally, West Lakes B (Olivia Gardens) was re-evaluated for inclusion into the entire West Lakes drainage system.

The Capital improvement and Operations and Maintenance Programs were updated to include improvements identified for the priority sub-basins as well as the previously analyzed Lake Sarah and Lake Martha sub-basins which were remaining from Update #1. Priority sub-basins analyzed and identified drainage deficiencies are shown in Figure 5.

A prioritization matrix along with a Capital Improvement Program timeline were developed to assist the Town in planning projects and spending from the 2011/12 fiscal year to the 2020/2021 fiscal year. Improvements have been made to all of the priority sub-basins identified in the second update since its issuance.



Storm water management in the Town must consider the requirements associated with multiple permits, ordinances, regulations and guidelines.

The Town is a co-permittee on the Miami-Dade County Multiple Separate Storm Sewer System (MS4) Permit through the EPA's National Pollutant Discharge Elimination System (NPDES). The permit is administered by the Florida Department of Environmental Protection (DEP). Each year, the co-permittees are required to submit an annual report to DEP detailing progress on permit mandated activities. These activities range from inspecting storm water treatment facilities to conducting public awareness events to publicizing the environmental consequences of illegal dumping. An annual report form was submitted for Year 6 in February 2018 which covered the time period between June 2016 through June 2017. MS4 permit mandated activities should be included in the Town's Storm Water Utility Operation and Maintenance Budget. As per Year 6's Annual Report Form for Individual NPDES Permits for Municipal Separate Storm Sewer Systems (DEP Form 62-624.600(2)) submitted to FDEP by the Town of Miami Lakes no areas of new development nor significant redevelopment have been reported.

The Town of Miami Lakes was the first of a few of incorporated Miami-Dade municipalities to join the National Flood Insurance Program (NFIP) Community Rating System (CRS) program with an initial rating

of Class 6. This rating entitled residents in the Special Flood Hazard Area (SFHA) to a 20% flood insurance premium discount. As of Storm Water Master Plan Update #2 (April 2012) the Town had upgraded to a Class 5. However, as of May 2017 the CRS for the Town has been downgraded back to a Class 6 allowing for a 20% flood insurance premium discount. Maintaining the Town's CRS rating requires inter-departmental teamwork because it includes activities implemented by the Building Department, the Planning Department, the Parks Department and the Public Works Department. CRS activities such as Public Outreach, Flood Map Reading Service, Flood Information Website, Flood Protection Assistance, Flood Data Maintenance, and Drainage System Maintenance should be included in the Town's Storm Water Utility Operation and Maintenance Budget.

Floodplain Management Ordinance and Regulations

Upon incorporation, the Town of Miami Lakes adopted the Miami-Dade County Code. Since that time, the Town has passed additional ordinances pertaining to storm water management. In March of 2003, the Town passed Ordinances 03-31 and 03-32 which established the Town's Storm Water Utility and set the Storm Water Utility rate at \$4.50 per Equivalent Residential Unit. These ordinances established the Town's Storm Water Utility as a source of funding for storm water related projects and maintenance activities within the Town. In April 2003, the Town adopted Ordinance 03-34-B which revised the Town's Floodplain Management Regulations. This Ordinance was subsequently revised by Ordinance 05-67 in March 2005 and Ordinance 10-122 in May 2010. The Floodplain Management Ordinance sets minimum flood protection standards for new and substantially improved properties within the Town. There have been no other ordinances adopted as of the publication of this update.

In December 2003, the Town adopted the Comprehensive Plan for the Town of Miami Lakes under Ordinance 03-46. The Comprehensive Plan contains a section on Storm Water Management which sets storm water management Level of Service standards for development within the Town. These standards and modifications to date will be applied to the storm water improvement recommendation for this master plan update.

Storm Water Management GIS Coverage

As part of the original Town of Miami Lakes Storm Water Master Plan, KHA obtained Geographic Information System (GIS) information on existing storm water systems from Miami-Dade County Department of Environmental Resource Management (DERM). This information was in the form of an AutoCAD file showing the location of drainage infrastructure and several hard copy data sheets showing additional information on each drainage structure. As part of the Town's Storm Water Master Plan Update #1, KHA converted this information to ArcGIS format. To date the Town has not updated the database with infrastructure information from completed drainage improvement projects. The Town has recently added the requirement to provide as-built information in GIS as part of new Capital Improvement Projects

(CIPs). It is recommended that the database be updated for all projects completed to date for an improved Operations and Maintenance program.

Summary of Completed Storm Water Projects

The previous Storm Water Master Plan Update #2 identified seven (7) priority sub-basins for Capital Improvement Projects. Capital Improvement Projects for four (4) of these priority sub-basins have been constructed:

- West Lakes A (NW 89th Ave.)
- Royal Oaks A
- Royal Oaks B
- Royal Oaks C

In addition, improvements for the following three (3) previous priority sub-basins are currently in the design phase:

- West Lakes C
- West Lakes D
- West Lakes E

All priority sub-basins from Storm Water Master Plan #2 have either been constructed through Capital Improvement Projects or are currently in design. However, the improvements to Miami Lakeway North identified in Storm Water Master Plan #1 have not been completed and will be included in the Capital Improvement Program of this update.

Prior to this update, the Town of Miami Lakes has identified and analyzed 31 priority sub-basins with improvements implemented to 26 of them. Issues in four (4) previous priority sub-basins have been resolved by implementation of the Operations and Maintenance Program, and one (1) previous priority sub-basin still requires improvements.

Table 1 includes a list of all previous priority sub-basins identified as well as their status. Exhibit 1 in Appendix A shows the locations of all of the Town's sub-basins as well as those previously identified for analysis.

Table 1-Previously Identified Priority Sub-Basins

Priority Sub-Basin	SWMP	Status
Lock Ness	SWMP (2003)	Project Completed
Lake Glenn Ellen	SWMP (2003)	Project Completed
Lake Sandra	SWMP (2003)	Resolved with Maintenance
Lake Cynthia Section 1	SWMP (2003)	Project Completed
Lake Cynthia Section 2	SWMP (2003)	Project Completed
Lake Cynthia Section 3	SWMP (2003)	Resolved with Maintenance
Lake Carol Section 1	SWMP (2003)	Resolved with Maintenance
Lake Carol Section 2	SWMP (2003)	Project Completed
Lake Carol Section 3	SWMP (2003)	Project Completed
Lake Carol Section 4	SWMP (2003)	Resolved with Maintenance
Lake Elizabeth Section I	SWMP (2003)	Project Completed
Lake Elizabeth Section 3	SWMP (2003)	Project Completed
Bull Run Road	SWMP (2003)	Project Completed
Miami Lakeway N	SWMP (2003)	Project Completed
NW 154th Street	SWMP (2003)	Project Completed
NW 82nd Avenue	SWMP (2003)	Project Completed
Lake Patricia	SWMP Update 1 (2006)	Project Completed
NE Industrial	SWMP Update 1 (2006)	Project Completed
Business Park East	SWMP Update 1 (2006)	Project Completed
Industrial Areas	SWMP Update 1 (2006)	Project Completed
Lake Martha	SWMP Update 1 (2006)	Project Completed
Olivia Gardens	SWMP Update 1 (2006)	Project Completed
South Miami Lakeway North	SWMP Update 1 (2006)	
Lake Sarah	SWMP Update 1 (2006)	In Construction
West Lakes A (NW 89th Ave.)	SWMP Update 2 (2012)	Project Completed
West Lakes C	SWMP Update 2 (2012)	In Design
West Lakes D	SWMP Update 2 (2012)	In Design
West Lakes E	SWMP Update 2 (2012)	In Design
Royal Oaks A	SWMP Update 2 (2012)	Project Completed
Royal Oaks B (Olivia Gardens)	SWMP Update 2 (2012)	Project Completed
Royal Oaks C	SWMP Update 2 (2012)	Project Completed

Identification of Drainage Deficiency Areas

Citizen Complaint Records

KHA obtained copies of unresolved citizen storm water related complaints from Town staff. The areas represented by these complaints are shown in Figure 6 as well as Exhibit 1 in Appendix A.

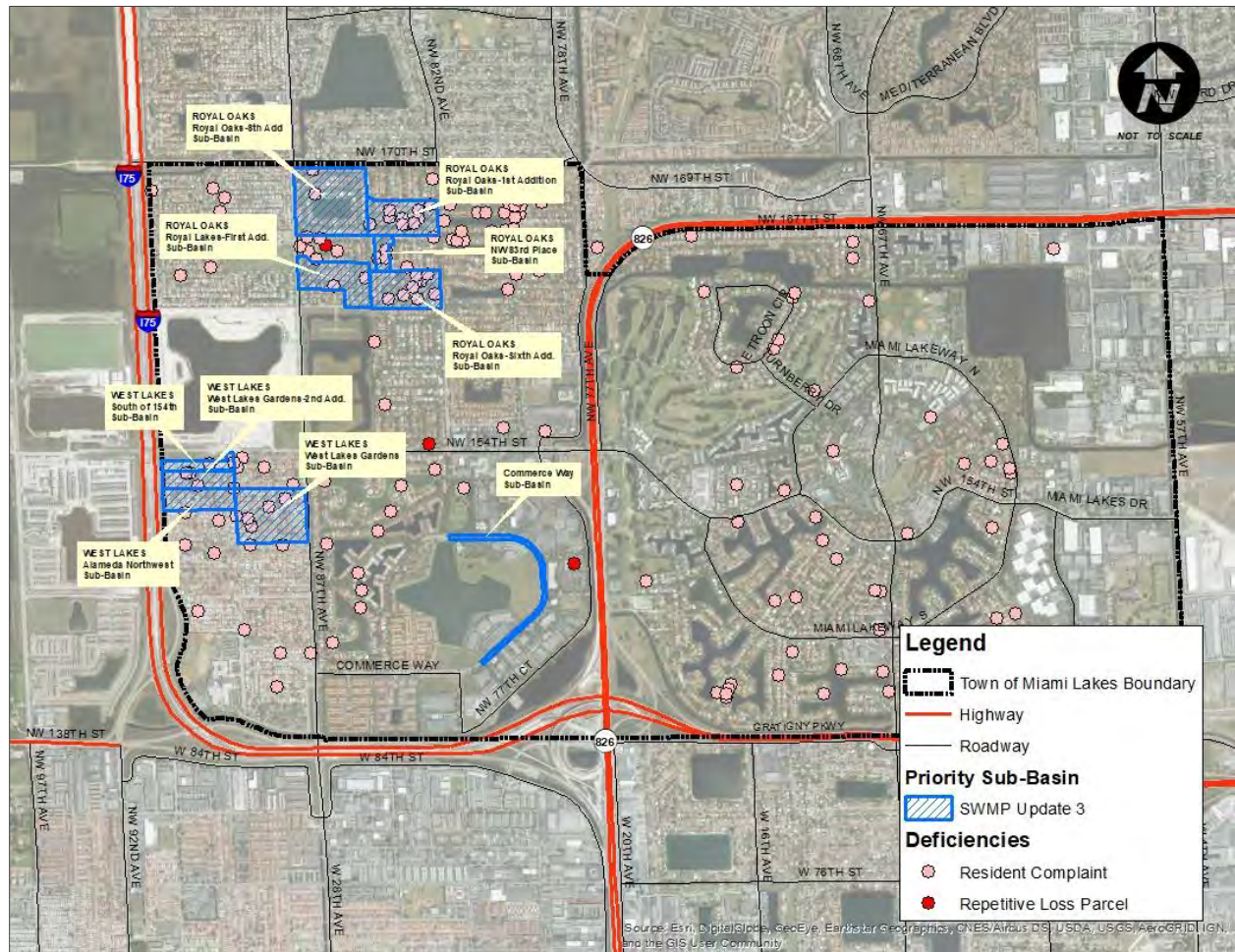


Figure 6-Drainage Deficiencies and Priority Sub-Basins

Updated Sub-Basin Prioritization

Based on observed flooding, complaints, road conditions and the other parameters noted above, the Town selected priority sub-basins for more in-depth study under the original Storm Water Master Plan, Storm Water Master Plan Update #1, and Storm Water Master Plan Update #2. Only one (1) of those priority sub-basins remain to be addressed through capital improvement projects. Therefore, the Town has identified ten (10) new priority sub-basins for review as part of this Storm Water Master Plan Update #3. These priority sub-basins are the subject of hydraulic and hydrologic analysis as part of this report. The locations of the new priority sub-basins are depicted in Figure 6. They include:

- Royal Oaks-8th Add.
- Royal Oaks-1st Addition
- Royal Lakes-First Add.
- Royal Oaks-Sixth Add.
- Northwest 83rd Place (a part of Royal Oaks B, Royal Oaks-Fifth Add.)

- South of 154th
- West Lakes Gardens-2nd Add.
- Alameda Northwest
- West Lakes Gardens
- Commerce Way

Hydraulic and hydrologic analysis of these new priority sub-basins will result in Capital Improvement Project recommendations for these sub-basins which will be incorporated into an updated Storm Water Capital Improvement Program (CIP). Updated budget information associated with the one remaining Capital Improvement Projects from Storm Water Master Plan Update #1 (Miami Lakeway North) will also be incorporated into the new Storm Water CIP.

Additional analyses were performed to determine added improvement costs needed to mitigate the anticipated rise of groundwater.

Drainage Sub-Basin Analysis

Methodology

In order to measure the performance of each drainage sub-basin, performance goals were identified in the Town's original Storm Water Master Plan. These goals consist of minimum water quality and water quantity goals.

Water Quality Treatment Performance Goal

Drainage sub-basins discharging into lakes should have minimum water quality pre-treatment volume equal to the first one-half inch of runoff. Drainage sub-basins discharging into canals should have minimum water quality pre-treatment equal to the greater of the volume of the first one-inch of runoff or 2.5-inches over the impervious area contained within the sub-basin. This goal ensures that the drainage improvements meet South Florida Water Management District (SFWMD) and Miami-Dade County Department of Environmental Resource Management (DERM) requirements for water quality pre-treatment.

Water Quantity Treatment Performance Goals

The Town has adopted several water quantity treatment performance goals designed to reduce the potential for flooding within the Town. These goals set maximum flood elevations generated by various flood event to ensure that select features are protected within reason.

- During the 5-year, 24-hour design storm event, flooding should not exceed the crown of the local roadways located within the sub-basin.
- During the 10-year, 24-hour design storm event, flooding should not exceed the crown of the arterial or collector roadways located within the sub-basin.
- During the 25-year, 72-hour design storm event, flood depth should be less than 12-inches above the crown of the road.
- During the 100-year, 72-hour design storm event, flooding should not exceed building finish floor elevations.

Existing conditions in each of the priority sub-basins were modeled to determine the extent to which the performance goals are currently being met. When a performance goal was not being met within a sub-basin, storm water management improvements were proposed for the sub-basin to bring it into compliance with the performance goal.

For each priority sub-basin, the amount of existing paved area, building area, and pervious area was determined utilizing existing aerial photographs and Geographic Information System (GIS) data. Elevation information contained in the GIS data was utilized to estimate the average high and low elevation of the

paved area, building area and pervious area associated with the sub-basin. This information along with information of existing drainage infrastructure located within the sub-basin was incorporated into a computer model. Existing flood routing and maximum flood stage produced by the four different design storm events for each sub-basin was analyzed within the computer model. In addition to flood routing analysis, each sub-basin was analyzed for water quality pre-treatment capacity if discharged to a lake or canal. SFWMD and DERM require storm water runoff to be pretreated to minimize pollution prior to discharging into any water body. Typically, water quality pre-treatment in the Town of Miami Lakes is provided by an exfiltration trench or by retention in roadside grass swale areas. The pre-treatment capacity of existing infrastructure within each sub-basin was estimated based on available data and compared with required pre-treatment volumes.

The following is a summary of the findings for each of the ten (10) priority sub-basins.

Model Assumptions

Various assumptions were made for developing the computer model as well as for the drainage calculations as follows:

- All elevations shown are in reference to the National Geodetic Vertical Datum of 1929 (NGVD).
- It was assumed that in residential areas, all private property contributed storm water runoff to the right-of-way.
- It was assumed that the groundwater throughout all sub-basins analyzed in this plan was at an elevation of 3.2 feet-NGVD.
- Typical soil storage values for soils found within South Florida were used in calculating the amount of storm water that is expected to infiltrate into the soil.

Royal Oaks

Location

The sub-basins analyzed in the Royal Oaks Basin includes areas in the Royal Oaks sub-division located between Northwest 82nd Avenue and Northwest 87th Avenue and between the Golden Glades Canal and Northwest 162nd Street in the northwestern residential area of the Town. It includes the sub-basins Royal Oaks-8th Add. (30-2015-007), Royal Oaks-1st Addition (30-2015-021), Royal Lakes First Add. (30-2015-018), Northwest 83rd Place (a part of 30-2015-011), and Royal Oaks-Sixth Add. (30-2016-011) and is part of the Royal Oaks (GGC1-202) Basin.

Existing and Future Conditions

Figure 7 shows existing conditions for the Royal Oaks priority sub-basins. The sub-basins consists of approximately 70.3 acres of single family residential development with approximately 11,600 linear feet of roadway. The existing drainage system in this basin consists of isolated catch basins connected to exfiltration trenches.



Based on available GIS and as-built information, the roadway centerline elevations within Royal Oaks range from a low of approximately 6.7 feet to a high of approximately 7.8 feet-NGVD. It was assumed that building finish elevations are 1.5 feet above crown of road elevations. Pervious area elevations were assumed to range from 0.1 feet above the minimum roadway elevation to flush with the finish floor elevations. Since the area is already developed, it is anticipated that future development conditions will not vary significantly from the existing conditions.

For the purposes of this analysis, each priority sub-basin within Royal Oaks was modeled separately. The delineation and identification of the sub-basin areas analyzed is shown in Figure 7.

Performance Goal Analysis

Based on the detailed hydrologic and hydraulic calculations for these sub-basins, which can be found in Appendix B, the majority of the modeled drainage areas within the sub-basins do not currently meet the Town of Miami Lakes performance goals. Table 2 shows the performance of the sub-basins versus performance goals. “Yes” means the given drainage area within the sub-basin meets the performance goal, and “No” means that the given drainage area within the sub-basin does not meet the performance goal.

Table 2-Royal Oaks Sub-Basin Performance Goal Analysis

Sub-Basin Area	Water Quality	5-Year Storm	10-Year Storm	25-Year Storm	100-Year Storm	Complaints
Royal Oaks-8th Add.	yes	no	no	no	no	yes
Royal Oaks-1st Addition	yes	no	no	no	no	yes
Royal Lakes-First Add.	yes	no	no	yes	yes	yes
Royal Oaks-Sixth Add.	yes	no	no	no	yes	yes
NW 83rd Place	yes	no	no	no	no	yes

Storm Drainage Deficiencies

Based on the hydrologic and hydraulic calculations for the sub-basins, the existing drainage infrastructure does not discharge adequate runoff to meet the desired performance criteria for any of the sub-basins. The capacity of the existing exfiltration trenches is not sufficient to discharge the volume of runoff outlined in the performance criteria during the modeled storm events. Improvements to drainage infrastructure will be needed to address these inadequacies. These drainage sub-basins do not currently have a positive outfall.

Recommended Drainage Improvements

It is recommended that existing catch basins and pipes are cleaned and flushed of all sediment and debris and that catch basin elevations and locations are adjusted to minimize accumulation of sediment and debris. Existing catch basins should be modified or reconstructed as required to provide sediment traps (sumps). In addition, additional exfiltration trench, catch basins, and/or manholes are proposed to

provide water quality and water quantity treatment. Proposed improvements are shown Exhibits 2 through Exhibit 7 in Appendix A, as well as summarized in Table 3.

Table 3-Royal Oaks Improvements Summary

Description	Units	Royal Oaks-8th Add.	Royal Oaks-1st Addition	Royal Lakes-First Add.	Royal Oaks-Sixth Add.	NW 83rd Place	Total
Valley Gutter Restoration	L.F.	200	700	0	590	0	1,490
Driveway/Sidewalk Restoration	S.Y.	45	22	10	6	11	94
Asphalt Restoration	S.Y.	1,460	630	460	530	210	3,290
Inlet Apron	EA.	9	2	3	1	0	15
Drainage Pipe (18" HDPE)	L.F.	300	80	120	45	30	575
Exfiltration Trench	L.F.	1,300	575	420	1,750	170	4,215
Pollution Retardant Baffle	EA.	9	5	2	1	1	18
Catch Basin	EA.	0	0	0	0	0	0
Manhole	EA.	11	4	4	3	2	24
Core Drill Existing Structure	EA.	18	6	4	2	2	32

Environmental Impact of Proposed Improvements

A full analysis of the estimated pollutant loading for existing, future and proposed conditions was prepared for the priority sub-basins utilizing a spreadsheet developed for this purpose which can be found in Appendix C. Table 4 below shows how the proposed improvements will result in a significant reduction in the pollutant load contribution from this sub-basin to the Biscayne Aquifer for three major pollutants.

Table 4-Royal Oaks Sub-Basin Pollutant Analysis

Pollutant	Existing Load (kg/yr)	Reduction (kg/yr)	Proposed Load (kg/yr)
Total Phosphorous	59.10	54.76	4.34
Total Nitrogen	465.66	416.77	48.89
Total Suspended Solids	5581.95	5054.46	527.49

Capital Improvement Budget

Bases on the improvements identified in Exhibits 2 through Exhibit 7, a budget was developed for the proposed storm water capital improvements (see Table 5 thru Table 9). These improvements are bases on current conditions of the sub-basin areas.

Table 5-Royal Oaks-8th Add. Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$42,500	\$43,000
2	Stormwater Pollution Prevention	1	L.S.	\$4,250	\$5,000
3	Valley Gutter Restoration	200	L.F.	\$30	\$6,000
4	Driveway/Sidewalk Restoration	45	S.Y.	\$50	\$3,000
5	Asphalt Restoration	1,460	S.Y.	\$35	\$52,000
6	Inlet Apron	9	EA.	\$500	\$5,000
7	Drainage Pipe (18" HDPE)	300	L.F.	\$70	\$21,000
8	Exfiltration Trench	1,300	L.F.	\$200	\$260,000
9	Pollution Retardant Baffle	9	EA.	\$500	\$5,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	11	EA.	\$5,000	\$55,000
12	Core Drill Existing Structure	18	EA.	\$1,000	\$18,000
13	Utility Sleeves and Adjustments	1	L.S.	\$20,350	\$21,000
14	Swale Restoration	1	L.S.	\$20,350	\$21,000
15	Professional Services	1	L.S.	\$61,050	\$62,000
16	Contingency	1	L.S.	\$101,750	\$102,000
TOTAL					\$679,000

Table 6-Royal Oaks-1st Addition Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$19,700	\$20,000
2	Stormwater Pollution Prevention	1	L.S.	\$1,970	\$2,000
3	Valley Gutter Restoration	700	L.F.	\$30	\$21,000
4	Driveway/Sidewalk Restoration	22	S.Y.	\$50	\$2,000
5	Asphalt Restoration	630	S.Y.	\$35	\$23,000
6	Inlet Apron	2	EA.	\$500	\$1,000
7	Drainage Pipe (18" HDPE)	80	L.F.	\$70	\$6,000
8	Exfiltration Trench	575	L.F.	\$200	\$115,000
9	Pollution Retardant Baffle	5	EA.	\$500	\$3,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	4	EA.	\$5,000	\$20,000
12	Core Drill Existing Structure	6	EA.	\$1,000	\$6,000
13	Utility Sleeves and Adjustments	1	L.S.	\$9,850	\$10,000
14	Swale Restoration	1	L.S.	\$9,850	\$10,000
15	Professional Services	1	L.S.	\$29,550	\$30,000
16	Contingency	1	L.S.	\$49,250	\$50,000
TOTAL					\$319,000

Table 7-Royal Lakes-First Add. Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$13,800	\$14,000
2	Stormwater Pollution Prevention	1	L.S.	\$1,380	\$2,000
3	Valley Gutter Restoration	0	L.F.	\$30	\$0
4	Driveway/Sidewalk Restoration	10	S.Y.	\$50	\$1,000
5	Asphalt Restoration	460	S.Y.	\$35	\$17,000
6	Inlet Apron	3	EA.	\$500	\$2,000
7	Drainage Pipe (18" HDPE)	120	L.F.	\$70	\$9,000
8	Exfiltration Trench	420	L.F.	\$200	\$84,000
9	Pollution Retardant Baffle	2	EA.	\$500	\$1,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	4	EA.	\$5,000	\$20,000
12	Core Drill Existing Structure	4	EA.	\$1,000	\$4,000
13	Utility Sleeves and Adjustments	1	L.S.	\$6,900	\$7,000
14	Swale Restoration	1	L.S.	\$6,900	\$7,000
15	Professional Services	1	L.S.	\$20,700	\$21,000
16	Contingency	1	L.S.	\$34,500	\$35,000
TOTAL					\$224,000

Table 8-Royal Oaks-Sixth Add.

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$41,100	\$42,000
2	Stormwater Pollution Prevention	1	L.S.	\$4,110	\$5,000
3	Valley Gutter Restoration	590	L.F.	\$30	\$18,000
4	Driveway/Sidewalk Restoration	6	S.Y.	\$50	\$1,000
5	Asphalt Restoration	530	S.Y.	\$35	\$19,000
6	Inlet Apron	1	EA.	\$500	\$1,000
7	Drainage Pipe (18" HDPE)	45	L.F.	\$70	\$4,000
8	Exfiltration Trench	1,750	L.F.	\$200	\$350,000
9	Pollution Retardant Baffle	1	EA.	\$500	\$1,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	3	EA.	\$5,000	\$15,000
12	Core Drill Existing Structure	2	EA.	\$1,000	\$2,000
13	Utility Sleeves and Adjustments	1	L.S.	\$20,550	\$21,000
14	Swale Restoration	1	L.S.	\$20,550	\$21,000
15	Professional Services	1	L.S.	\$61,650	\$62,000
16	Contingency	1	L.S.	\$102,750	\$103,000
TOTAL					\$665,000

Table 9-NW 83rd Place

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$5,900	\$6,000
2	Stormwater Pollution Prevention	1	L.S.	\$590	\$1,000
3	Valley Gutter Restoration	0	L.F.	\$30	\$0
4	Driveway/Sidewalk Restoration	11	S.Y.	\$50	\$1,000
5	Asphalt Restoration	210	S.Y.	\$35	\$8,000
6	Inlet Apron	0	EA.	\$500	\$0
7	Drainage Pipe (18" HDPE)	30	L.F.	\$70	\$3,000
8	Exfiltration Trench	170	L.F.	\$200	\$34,000
9	Pollution Retardant Baffle	1	EA.	\$500	\$1,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	2	EA.	\$5,000	\$10,000
12	Core Drill Existing Structure	2	EA.	\$1,000	\$2,000
13	Utility Sleeves and Adjustments	1	L.S.	\$2,950	\$3,000
14	Swale Restoration	1	L.S.	\$2,950	\$3,000
15	Professional Services	1	L.S.	\$8,850	\$9,000
16	Contingency	1	L.S.	\$14,750	\$15,000
TOTAL					\$96,000

Location

Existing and Future Conditions

Based on available GIS and as-built information, the roadway centerline elevations within West Lakes priority sub-basins range from a low of approximately 6.7 feet to a high of approximately 8.9 feet-NGVD. It was assumed that building finish floor elevations are 1.5 feet above crown of road elevations. Pervious area elevations were assumed to range from 0.1 feet above the minimum roadway elevation to flush with the finish floor elevations. Since the area is already developed, it is anticipated that future development conditions will not vary significantly from the existing conditions.



Kimley-Horn and Associates, Inc.

Performance Goal Analysis

Based on the detailed hydrologic and hydraulic calculations for these sub-basins, which can be found in Appendix B, the majority of the modeled drainage areas within the sub-basins do not currently meet the Town of Miami Lakes performance goals. Table 10 below shows the performance of the individual sub-basins analyzed versus performance goals. “Yes” means the given drainage area within the sub-basin meets the performance goal, and “No” means that the given drainage area within the sub-basin does not meet the performance goal.

Table 10-West Lakes Sub-Basin Performance Goal Analysis

Sub-Basin Area	Water Quality	5-Year Storm	10-Year Storm	25-Year Storm	100-Year Storm	Complaints
South of 154th	no	no	no	no	no	yes
West Lakes Gardens-2nd Add.	no	no	no	no	no	yes
Alameda Northwest	yes	no	no	no	no	no
West Lakes Gardens	yes	no	no	no	no	yes

Storm Drainage Deficiencies

Based on the hydrologic and hydraulic calculations for these sub-basins, the existing drainage infrastructure does not discharge adequate runoff to meet the desired performance criteria. The capacity of the existing exfiltration trenches is not sufficient to discharge the volume of runoff outlined in the performance criteria during the modeled storm events. Improvements to drainage infrastructure will be needed to address these inadequacies. While Northwest 89th Avenue discharges to a canal to the south, none of the sub-basins analyzed have piped connections to the Northwest 89th Avenue pipeline and do not discharge to a lake or canal.

Recommended Drainage Improvements

It is recommended that existing catch basins and pipes are cleaned and flushed of all sediment and debris and that catch basin elevations and locations are adjusted to minimize accumulation of sediment and debris. Existing catch basins should be modified or reconstructed as required to provide sediment traps (sumps). In addition, additional exfiltration trench, catch basins, and/or manholes are proposed to provide water quality and water quantity treatment. Proposed improvements are shown Exhibits 8 through Exhibit 10 in Appendix A, as well as summarized in Table 11.

Table 11-West Lakes Improvements Summary

Description	Units	South of 154th	West Lakes Gardens-2nd Add.	Alameda Northwest	West Lakes Gardens	Total
Valley Gutter Restoration	L.F.	650	1,820	400	5,960	8,830
Driveway/Sidewalk Restoration	S.Y.	0	3,450	0	5,340	8,790
Asphalt Restoration	S.Y.	3,100	3,770	1,600	7,950	16,420
Inlet Apron	EA.	4	2	6	6	18
Drainage Pipe (18" HDPE)	L.F.	270	50	130	200	650
Exfiltration Trench	L.F.	1,700	2,200	1,400	4,800	10,100
Pollution Retardant Baffle	EA.	12	10	14	21	57
Catch Basin	EA.	3	0	0	0	3
Manhole	EA.	6	6	10	11	33
Core Drill Existing Structure	EA.	9	2	4	5	20

Environmental Impact of Proposed Improvements

A full analysis of the estimated pollutant loading for existing, future and proposed conditions was prepared for the priority sub-basins utilizing a spreadsheet developed for this purpose which can be found in Appendix C. Table 12 below shows how the proposed improvements will result in a significant reduction in the pollutant load contribution from this sub-basin to the Biscayne Aquifer for three major pollutants.

Table 12-West Lakes Sub-Basin Pollutant Loading Analysis

Pollutant	Existing Load (kg/yr)	Reduction (kg/yr)	Proposed Load (kg/yr)
Total Phosphorous	28.54	26.44	2.10
Total Nitrogen	224.83	201.22	23.61
Total Suspended Solids	2695.04	2440.36	254.68

Capital Improvement Budget

The following budgets were developed for the proposed storm water capital improvements (see Table 13 thru Table 16).

Table 13-South of 154th Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$55,000	\$55,000
2	Stormwater Pollution Prevention	1	L.S.	\$5,500	\$6,000
3	Valley Gutter Restoration	650	L.F.	\$30	\$20,000
4	Driveway/Sidewalk Restoration	0	S.Y.	\$50	\$0
5	Asphalt Restoration	3,100	S.Y.	\$35	\$109,000
6	Inlet Apron	4	EA.	\$500	\$2,000
7	Drainage Pipe (18" HDPE)	270	L.F.	\$70	\$19,000
8	Exfiltration Trench	1,700	L.F.	\$200	\$340,000
9	Pollution Retardant Baffle	12	EA.	\$500	\$6,000
10	Catch Basin	3	EA.	\$5,000	\$15,000
11	Manhole	6	EA.	\$5,000	\$30,000
12	Core Drill Existing Structure	9	EA.	\$1,000	\$9,000
13	Utility Sleeves and Adjustments	1	L.S.	\$27,500	\$28,000
14	Swale Restoration	1	L.S.	\$27,500	\$28,000
15	Professional Services	1	L.S.	\$82,500	\$83,000
16	Contingency	1	L.S.	\$137,500	\$138,000
TOTAL					\$888,000

Table 14-West Lakes Gardens-2nd Add. Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$78,700	\$79,000
2	Stormwater Pollution Prevention	1	L.S.	\$7,870	\$8,000
3	Valley Gutter Restoration	1,820	L.F.	\$30	\$55,000
4	Driveway/Sidewalk Restoration	3,450	S.Y.	\$50	\$173,000
5	Asphalt Restoration	3,770	S.Y.	\$35	\$132,000
6	Inlet Apron	2	EA.	\$500	\$1,000
7	Drainage Pipe (18" HDPE)	50	L.F.	\$70	\$4,000
8	Exfiltration Trench	2,200	L.F.	\$200	\$440,000
9	Pollution Retardant Baffle	10	EA.	\$500	\$5,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	6	EA.	\$5,000	\$30,000
12	Core Drill Existing Structure	2	EA.	\$1,000	\$2,000
13	Utility Sleeves and Adjustments	1	L.S.	\$39,350	\$40,000
14	Swale Restoration	1	L.S.	\$39,350	\$40,000
15	Professional Services	1	L.S.	\$118,050	\$119,000
16	Contingency	1	L.S.	\$196,750	\$197,000
TOTAL					\$1,325,000

Table 15-Alameda Northwest Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$41,000	\$41,000
2	Stormwater Pollution Prevention	1	L.S.	\$4,100	\$5,000
3	Valley Gutter Restoration	400	L.F.	\$30	\$12,000
4	Driveway/Sidewalk Restoration	0	S.Y.	\$50	\$0
5	Asphalt Restoration	1,600	S.Y.	\$35	\$56,000
6	Inlet Apron	6	EA.	\$500	\$3,000
7	Drainage Pipe (18" HDPE)	130	L.F.	\$70	\$10,000
8	Exfiltration Trench	1,400	L.F.	\$200	\$280,000
9	Pollution Retardant Baffle	14	EA.	\$500	\$7,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	10	EA.	\$5,000	\$50,000
12	Core Drill Existing Structure	4	EA.	\$1,000	\$4,000
13	Utility Sleeves and Adjustments	1	L.S.	\$20,500	\$21,000
14	Swale Restoration	1	L.S.	\$20,500	\$21,000
15	Professional Services	1	L.S.	\$61,500	\$62,000
16	Contingency	1	L.S.	\$102,500	\$103,000
TOTAL					\$675,000

Table 16-West Lakes Gardens Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$177,300	\$178,000
2	Stormwater Pollution Prevention	1	L.S.	\$17,730	\$18,000
3	Valley Gutter Restoration	5,960	L.F.	\$30	\$179,000
4	Driveway/Sidewalk Restoration	5,340	S.Y.	\$50	\$267,000
5	Asphalt Restoration	7,950	S.Y.	\$35	\$279,000
6	Inlet Apron	6	EA.	\$500	\$3,000
7	Drainage Pipe (18" HDPE)	200	L.F.	\$70	\$14,000
8	Exfiltration Trench	4,800	L.F.	\$200	\$960,000
9	Pollution Retardant Baffle	21	EA.	\$500	\$11,000
10	Catch Basin	0	EA.	\$5,000	\$0
11	Manhole	11	EA.	\$5,000	\$55,000
12	Core Drill Existing Structure	5	EA.	\$1,000	\$5,000
13	Utility Sleeves and Adjustments	1	L.S.	\$88,650	\$89,000
14	Swale Restoration	1	L.S.	\$88,650	\$89,000
15	Professional Services	1	L.S.	\$265,950	\$266,000
16	Contingency	1	L.S.	\$443,250	\$444,000
TOTAL					\$2,857,000

Commerce Way

Location

The Commerce Way sub-basin (30-2029-SCom) consist of the right-of-way for Commerce Way between Northwest 80th Avenue and Montrose Road in the southwestern commercial area of the Town. It is part of the Graham Dairy (GDC1-101) Basin.

Existing and Future Conditions

Figure 9 shows existing conditions for Commerce Way. The sub-basin consists of approximately 6.7 acres of roadway with approximately 4,100 linear feet of roadway. The drainage system in this sub-basin consists of isolated catch basins connected to exfiltration trenches. Since this sub-basin is surrounded by commercial property, it is assumed that none of the surrounding parcels contribute runoff to the roadway.

Based on available GIS and as-built information, the roadway centerline elevations within Commerce Way range from a low of approximately 6.8 feet to a high of approximately 7.7 feet-NGVD. It was assumed that building finish elevations are 1.5 feet above crown of road elevations. Pervious area elevations were assumed to range from 0.1 feet above the minimum roadway elevation to flush with the finish floor elevations. To allow for the possibility of future development along the roadway, the impervious area was adjusted to include an additional 10%. Increasing the impervious area in the model will allow for possible future expansion of the existing pavement or sidewalks.



Figure 9-Commerce Way Sub-Basin Area Delineation

Performance Goal Analysis

Based on the detailed hydrologic and hydraulic calculations for this sub-basin, which can be found in Appendix B, the majority of the modeled drainage areas within the sub-basin do not currently meet the Town of Miami Lakes performance goals. Table 17 below shows the performance of the basin versus performance goals. “Yes” means the given drainage area within the sub-basin meets the performance goal, and “No” means that the given drainage area within the sub-basin does not meet the performance goal.

Table 17-Commerce Way Sub-Basin Performance Goal Analysis

Sub-Basin Area	Water Quality	5-Year Storm	10-Year Storm	25-Year Storm	100-Year Storm	Complaints
Commerce Way	no	no	no	no	no	no

Storm Drainage Deficiencies

Based on the hydrologic and hydraulic calculations for this sub-basin, the existing drainage infrastructure does not discharge adequate runoff to meet the desired performance criteria. The capacity of the existing exfiltration trenches is not sufficient to discharge the volume of runoff outlined in the performance criteria during the modeled storm events. Improvements to drainage infrastructure will be needed to address these inadequacies.

Recommended Drainage Improvements

It is recommended that existing catch basins and pipes are cleaned and flushed of all sediment and debris and that catch basin elevations and locations are adjusted to minimize accumulation of sediment and debris. Existing catch basins should be modified or reconstructed as required to provide sediment traps (sumps). In addition, additional exfiltration trench, catch basins, and/or manholes, and an outfall to Graham Dairy Lake are proposed to provide water quality and water quantity treatment. Proposed improvements are shown in Exhibits 11 through Exhibit 13 in Appendix A, as well as summarized in Table 18.

Table 18-Commerce Way Improvements Summary

Description	Units	Commerce Way
Curbing Restoration	L.F.	8,400
Driveway/Sidewalk Restoration	S.Y.	40
Asphalt Restoration	S.Y.	11,200
Inlet Apron	EA.	4
Drainage Pipe (18" HDPE)	L.F.	100
Exfiltration Trench	L.F.	900
Pollution Retardant Baffle	EA.	4
Outfall Pipe (36" HDPE)	L.F.	600
Concrete Endwall	EA.	1
Control Structure	EA.	1
Catch Basin	EA.	0
Manhole	EA.	5
Core Drill Existing Structure	EA.	4

Environmental Impact of Proposed Improvements

A full analysis of the estimated pollutant loading for existing, future and proposed conditions was prepared for the priority sub-basins utilizing a spreadsheet developed for this purpose which can be found in Appendix C. Table 19 below shows how the proposed improvements will result in a significant reduction in the pollutant load contribution from this sub-basin to the Biscayne Aquifer for three major pollutants.

Table 19-Commerce Way Sub-Basin Pollutant Loading Analysis

Pollutant	Existing Load (kg/yr)	Reduction (kg/yr)	Proposed Load (kg/yr)
Total Phosphorous	3.94	3.65	0.29
Total Nitrogen	31.03	27.77	3.26
Total Suspended Solids	371.94	336.79	35.15

Additionally, pre-treatment volume equal to ½-inch of rainfall will need to be provided in the form of dry detention prior to discharge to the lake. Approximately 0.28 acre-feet of storage within the exfiltration trenches will be required to meet this South Florida Water Management District requirement. As proposed, the exfiltration trench provides approximately 5.8 acre-feet of storage, which far exceeds the minimum pre-treatment volume required.

Capital Improvement Budget

A budget was developed for the proposed storm water capital improvements (see Table 20).

Table 20-Commerce Way Sub-Basin Capital Improvement Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Mobilization/ MOT/ Clearing & Grubbing	1	L.S.	\$94,100	\$95,000
2	Stormwater Pollution Prevention	1	L.S.	\$9,410	\$10,000
3	Curbing Restoration	8,400	L.F.	\$30	\$252,000
4	Driveway/Sidewalk Restoration	40	S.Y.	\$50	\$2,000
5	Asphalt Restoration	11,200	S.Y.	\$35	\$392,000
6	Inlet Apron	4	EA.	\$500	\$2,000
7	Drainage Pipe (18" HDPE)	100	L.F.	\$70	\$7,000
8	Exfiltration Trench	900	L.F.	\$200	\$180,000
9	Pollution Retardant Baffle	4	EA.	\$500	\$2,000
10	Outfall Pipe (36" HDPE)	600	L.F.	\$100	\$60,000
11	Concrete Endwall	1	EA.	\$5,000	\$5,000
12	Control Structure	1	EA.	\$10,000	\$10,000
13	Catch Basin	0	EA.	\$5,000	\$0
14	Manhole	5	EA.	\$5,000	\$25,000
15	Core Drill Existing Structure	4	EA.	\$1,000	\$4,000
16	Utility Sleeves and Adjustments	1	L.S.	\$47,050	\$48,000
17	Swale Restoration	1	L.S.	\$47,050	\$48,000
18	Professional Services	1	L.S.	\$141,150	\$142,000
19	Contingency	1	L.S.	\$235,250	\$236,000
TOTAL					\$1,520,000

Capital Improvement Program

Background

Kimley-Horn and Associates (KHA) prepared this Capital Improvement Program (CIP) for storm water improvements to prioritize and set budgets required to plan, construct, operate and maintain the Town's Storm Water Management Program. The CIP is a tool intended to provide an order of magnitude for the Town's yearly funding for the implementation of the Storm Water Utility.

The proposed CIP is based on the findings of the assessment of existing drainage conditions within the Town and the detailed analysis of the ten (10) drainage sub-basins which were identified as priority basins. The CIP also includes one (1) priority sub-basin identified in Storm Water Master Plan Update #1 that has not been improved as of this update. Two components of the CIP were identified. These are the operation and maintenance component and the capital improvements component.

The operation and maintenance component is based on the general assessment of the existing drainage conditions within the Town limits. Recommended operation and maintenance procedures were identified. The preliminary budget estimates are based on the implementation of these procedures over the next several years.

The Capital Improvement component is based on the findings of the analysis of the priority sub-basins. Recommended improvements to achieve the stated performance goals were identified for each sub-basin. The recommended improvements were quantified based on the available data and preliminary opinions of probable costs (preliminary budgets) were prepared for each sub-basin. Based on the preliminary budgets, the priority sub-basin improvements were grouped and phased to provide the proposed Capital Improvement Program. The following is a detailed explanation and summary of each component of the Capital Improvement Program.

Operation and Maintenance Plan

The intent of the operation and maintenance plan is to maintain the integrity of the storm water management system. This is accomplished by maintaining the existing storm water management system to provide the level of service that was originally designed. To achieve this goal, periodic observations, routine maintenance, and general improvements are required. This section of the overall report is not intended to provide a complete operation and maintenance manual, but to provide some of the key components and allow sufficient budget to implement these items. Unit costs associated with these items are taken from the Town's most recent Storm Water Utility Budget and/ or existing contracts with service providers.

Street Sweeping

The Town should continue to invest resources in street sweeping. This activity cleans intake structures, reduces debris deposition within the pipe network, and contributes to the aesthetics of the Town. Generally, street sweeping is a positive maintenance activity that provides measurable benefits. Because pollutants such as hydrocarbons and metals adhere to dirt particles, removing this dirt from the street system will remove the pollutants before they are allowed to discharge into the Town's lakes.

Catch Basin Maintenance

Catch basin maintenance is a two-step process. This task includes cleaning the external grate to allow storm water to enter the system and removing sand, silt and debris from the sedimentation chamber of the intake structure. The catch basins will be cleaned using mechanical and manual methods. In the majority of cases, catch basins will be cleaned and maintained in response to observations following significant rain events. Upon making such observations, the Town should evaluate the general area and perform the required maintenance on the inlets and pipes within a sub-basin. Under normal conditions, catch basin maintenance is recommended every 12 months. However, because of foliage and other debris entering the system, the Town should consider conducting catch basin maintenance more frequently in some areas.

Pipe Flushing and Exfiltration Trench Cleaning

Pipe flushing and exfiltration trench cleaning are typically performed in conjunction with catch basin cleaning and are usually performed by the Town on an annual basis. During this activity, a high-pressure water hose is inserted into the pipe network. This process flushes debris into the catch basin where it can then be removed.

Swale Inspection, Maintenance and Restoration

Grassed swales and landscaped medians play an important role in storm water disposal. Consistent mowing, inspection and restoration of such features promote storm water retention and efficient percolation. The Town maintains swales and medians within public roadways. Individual business owners and residents are mandated through local codes to maintain their facilities. This activity should continue on a scheduled basis.

Canal Maintenance

Local canals play an important role in storm water disposal. The Town maintains the Golden Glades Canal on the south side of Northwest 170th Street, the Red Road Canal along the west side of Northwest 57th Avenue, the Graham Dairy Canal along the north side of I-75 and the Peter's Pike Canal along the west side of the southbound Palmetto Expressway while the South Florida Water Management District

maintains the C-8 (Biscayne Canal). The Town should continue efforts of maintaining these canals as well as any outfalls that connect to them.

Lake Inspection and Water Quality Monitoring

Given its name, the Town is blessed with many lakes. Consistent inspection and water quality monitoring procedures for the lakes should be established to ensure that they continue to provide both the flood protection and water quality treatment for which they were designed and to ensure the continued enjoyment of the lakes by Town residents.

Minor Repairs and Improvements

Maintaining the storm water collection system requires routine improvements and repairs. This task covers a significant spectrum of activities ranging from the repair of collapsed pipes and manholes to the replacements of catch basin grates. Maintenance activities are performed in response to an immediate problem using the best methods available. These tasks often cannot be foreseen or scheduled.

MS4 and CRS Program Activities

In order to remain in good standing in the National Flood Insurance Program's Community Rating System (CRS) and to comply with the Miami-Dade County Multiple Separate Storm Sewer System Permit (MS4) administered by the U.S. Environmental Protection Agency and Florida Department of Environmental Protection, the Town must perform certain activities on an annual basis. The preceding maintenance activities all qualify for credit under CRS and the MS4 Permit. In addition, these maintenance activities, the Town is required to monitor water quality in the canals and prepare a pollutant loading study as part of the MS4 Permit. The Town pays an annual fee to the Miami-Dade County Department of Environmental Resource Management (DERM) for water quality monitoring in the canals. The Town will need to contract with an outside engineering firm to prepare the pollutant loading study. Both the MS4 Permit and the CRS Program require annual public outreach activities on water quality and the dangers associated with flooding such as mailings to residents and workshops for the general public, pesticide applicators and construction contractors.

WASD Utility Fee Collection

The Town has an agreement with the Miami-Dade County Water and Sewer Department (WASD) to include the Town's Storm Water Utility Fee on bills for water and sewer service within the Town. WASD bills customers on a quarterly basis and charges the Town a fee to collect the Town's Storm Water Utility Fee.

Currently the Town collects \$4.50 per Equivalent Residential Unit (ERU). However, this rate has been in effect for 15 years and it is recommended that the Town evaluate expected budgets and anticipate population growth over the next ten years to determine that this rate is sufficient for system cost. With an

estimated 21,155 ERU currently being charged for in the Town, and an addition 883 ERU's anticipated, the following unit increases are recommended depending on level of groundwater rise planned for in developing the Capital Improvement Budgets (see Table 25, Table 26, and Table 27 for Capital Improvement Budgets used for ERU calculations).

Table 21-Recommended ERU Updates

	Current Groundwater Elevation	6" Rise in Groundwater Elevation	12" Rise in Groundwater Elevation
Future ERU's Anticipated	22,038	22,038	22,038
Average Yearly CIP Budget	\$2,058,785.44	\$2,277,605.44	\$2,605,835.44
Average Monthly CIP Budget	\$171,565.45	\$189,800.45	\$217,152.95
Recommended ERU Rate	\$7.78	\$8.61	\$9.85

Administrative Expenses

There are two items noted in the budget to provide personnel to oversee the operation and maintenance of the storm water system. These items are: "Professional Services" and "Storm Water Utility Administration". The Professional Services item will include the preparation and oversight of contracting services such as pipe and inlet cleaning and street sweeping. The Storm Water Utility Administration item includes general administration, clerical support, program planning and public awareness. Table 22 details the operations and maintenance budget. These prices were based on current cost to maintain the system. For the development of the Capital Improvement Budgets, a 3% increase will be added each year to account for anticipated increases in cost.

Table 22-Storm Water Utility Operations and Maintenance Budget

Item	Description	Qty.	Units	Unit Price	Sub-total
1	Stormwater Utility Administration	1	L.S.	\$118,400	\$118,400
2	Professional Services	1	L.S.	\$0	\$0
3	Clean Catch basins & Manholes - Annually	1	L.S.	\$59,400	\$59,400
4	Street Sweeping and Litter Collection	1	L.S.	\$122,300	\$122,300
5	Canal Maintenance	1	L.S.	\$303,600	\$303,600
6	MS4 Permit Monitoring Fee to DERM	1	L.S.	\$19,900	\$19,900
7	NPDES - Computer Discharge Model	1	L.S.	\$1,200	\$1,200
8	Inspection Services	1	L.S.	\$60,000	\$60,000
9	WASD Utility Fee Collection	1	L.S.	\$43,500	\$43,500
10	Minor Repairs and Improvements	1	L.S.	\$24,000	\$24,000
11	Community Rating System - FEMA Program	1	L.S.	\$2,400	\$2,400
12	Public Outreach and Workshops for MS4 Permit	1	L.S.	\$3,600	\$3,600
13	QNIP Debt Service Payment	1	L.S.	\$83,200	\$83,200
TOTAL					\$841,500

Green Initiatives

Green infrastructure describes practices that allows stormwater runoff to filter through vegetation and soil rather than running directly into storm drains. Bioswales, rain gardens, pervious pavement, and stormwater harvesting are examples of green infrastructure. These infrastructure practices can improve water quality, reduce flash flooding in small, intense storm events, and enhance community aesthetics. Some of these practices, such as bioswales, can be implemented in areas where an otherwise standard

grassed swale would be implemented. Green infrastructure sites can also include informational signs or displays, which educate the public about the importance of water quality and native plantings. The Town should encourage green infrastructure practices for new and rehabilitated developments, and consider implementing these practices for roadway rehabilitation and expansion projects.

Storm Water Capital Projects

The Capital Improvement Program (CIP) is based on the findings of the analysis of the priority sub-basins. Recommended improvements to achieve the stated performance goals were identified for each sub-basin. The recommended improvements were quantified based on the available data and preliminary opinions of probable costs (preliminary budgets) were prepared for each basin. Prior to each individual project being implemented, professional services such as surveying, engineering, and permitting will be required and are included within the budgets. The budget figures were developed by reviewing recent costs from similar projects.

Proposed improvements were based on the models prepared for this analysis, which provide adequate flood reduction to meet performance goals based on current conditions including the current groundwater elevation. However, anticipated increases in groundwater levels will reduce capacity of the proposed systems in coming years and therefore larger systems will be needed to meet performance goals in future conditions. Should the Town wish to design for future conditions in lieu of current conditions, it is expected that improvement cost will increase by an additional 20% for a 6-inch rise in groundwater elevations and by 50% for a 12-inch rise in groundwater elevation. This basis was developed by analyzing the West Lakes basin with a 6-inch and a 12-inch rise in the groundwater and determining improvements needed to meet performance criteria with the two scenarios. The average cost difference in improvements was used for the anticipated improvement cost increase.

Table 23-Anticipated Improvement Cost Increase Associated with Groundwater Increase

Groundwater Elevation Increase	Anticipated Percent Increase in Improvement Cost
6-inches	20%
12-inches	50%

The following assumptions have been made in the formulation of the budgets for the drainage improvements:

- The budgets include the recommended improvements identified in this analysis of the ten (10) priority sub-basins.
- The budget includes recommended improvements identified in Update #1 that have not been constructed. Total cost have been updated to reflect current unit cost.
- Projects were grouped by sub-basin.
- The budgets include restoration of the roadway impacted by the proposed trenching, but do not include any additional roadway resurfacing.

- The budgets do not include any costs of obtaining drainage or construction easements.
- The budgets assume a 10% allowance for mobilization, maintenance of traffic, and clearing and grubbing for each project.
- The budgets assume a 25% contingency for each project.
- The budgets assume a 15% allowance for surveying, engineering, permitting, and limited construction phase assistance (site observations).
- The budgets assume a 5% allowance for swale restoration for each project.
- The budgets do not include any landscape costs for improvements or restoration.
- Improvements needed to meet performance goals assume current groundwater elevations.

The budgetary numbers are an opinion of probable construction costs in the current marketplace. Unit pricing for similar projects constructed by the Town of Miami Lakes within the last few years was used as the basis for the construction budgets. Based on the preliminary budgets, the priority sub-basin proposed improvements were grouped and phased to provide the capital improvement program.

Sub-Basin Prioritization

Each project was given a score between 1 and 5 in each of the six categories: hydraulic analysis, repetitive loss properties, complaints, roadway condition and traffic volumes. The scores were then totaled, and the projects were ranked from highest to lowest to determine the priority of the proposed improvements.

Hydraulic Analysis:

- All water quantity performance goals met by existing conditions = 1
- Water quantity performance goals failed in less than 1/3 of drainage areas in sub-basin = 2
- Water quantity performance goals failed in 1/3 to 1/2 of drainage areas in sub-basin = 3
- Water quantity performance goals failed in 1/2 to all but one drainage area in sub-basin = 4
- Water quantity performance goals failed in all of the drainage areas in the sub-basin = 5

Repetitive Loss Properties:

- No repetitive loss properties = 1
- One or two repetitive loss properties = 3
- Three or more repetitive loss properties = 5

Complaints:

- No complaints recorded = 1
- Complaints recorded for less than 1/3 of drainage areas within sub-basin = 2
- Complaints recorded for 1/3 to 1/2 of drainage areas within sub-basin = 3

- Complaints recorded for 1/2 to all but one drainage area within sub-basin = 4
- Complaints recorded for all drainage areas within the sub-basin = 5

Roadway Condition/ Traffic Volumes: The ratings for this category are based on the existing pavement condition as described in the Town's Road Assessment Report.

- Pavement conditions classified as Excellent in Roadway CIP = 1
- Pavement conditions classified as Excellent and Good in Roadway CIP = 2
- Pavement conditions classified rated as Good in Roadway CIP = 3
- Pavement conditions classified rated as Good and Fair in Roadway CIP = 4
- Pavement conditions classified rated as Fair in Roadway CIP = 5

Traffic Volumes: The ratings for this category are based on a percentage of roadway length classified as local, collector, or arterial roadways throughout the sub-basin according to the Town's Comprehensive Plan.

- The majority of roadways in sub-basin are local roadways = 1
- The majority of roadways in sub-basin are collector roadways = 3

The majority of roadways in the sub-basin are local roadways = 5

The proposed CIP summary and schedule of work is contained in Table 24. Further budget detail for each of the proposed CIP projects can be found in the Drainage Sub-Basin Analysis section of this report. Budget detail for the operations and maintenance component can be found in the preceding section. The projects are recommended to be coordinated with the roadway CIP project scheduling to ensure that the drainage improvements are complete before or at the same time as the roadway improvements in the same area.

Table 24-Sub-Basin Prioritization Matrix

Priority Ranking	Sub-Basin Name	Hydraulic Analysis	Repetitive Loss	Resident Complaint	Roadway Conditions	Traffic Volumes	Total Score
1	Commerce Way	5	1	1	2	5	14
1	Royal Oaks-1st Addition	5	1	5	2	1	14
1	Royal Oaks-Sixth Add.	5	1	5	2	1	14
2	Royal Oaks-8th Add.	4	1	2	3	3	13
2	West Lakes Gardens	5	1	2	2	3	13
2	Miami Lakeway North (Southern)	5	1	1	3	3	13
3	West Lakes Gardens-2nd Add.	5	1	2	3	1	12
4	Royal Lakes-First Add.	3	1	2	2	3	11
4	South of 154th	5	1	2	2	1	11
5	Alameda Northwest	4	1	1	3	1	10
5	NW 83rd Place	4	1	2	2	1	10

Table 25-Proposed CIP Budgets and Schedule (Current Groundwater Elevation)

Proposed Project	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTALS
Commerce Way	\$1,520,000										\$1,520,000
Royal Oaks-1st Addition		\$319,000									\$319,000
Royal Oaks-Sixth Add.			\$665,000								\$665,000
Royal Oaks-8th Add.				\$679,000							\$679,000
West Lakes Gardens					\$2,857,000						\$2,857,000
Miami Lakeway North (Southern)						\$1,693,000					\$1,693,000
West Lakes Gardens-2nd Add.							\$1,325,000				\$1,325,000
Royal Lakes-First Add.								\$224,000			\$224,000
South of 154th									\$888,000		\$888,000
Alameda Northwest										\$675,000	\$675,000
NW 83rd Place										\$96,000	\$96,000
Operations and Maintenance	\$841,500	\$866,745	\$892,747	\$919,530	\$947,116	\$975,529	\$1,004,795	\$1,034,939	\$1,065,987	\$1,097,967	\$9,646,854
TOTALS	\$2,361,500	\$1,185,745	\$1,557,747	\$1,598,530	\$3,804,116	\$2,668,529	\$2,329,795	\$1,258,939	\$1,953,987	\$1,868,967	\$20,587,854

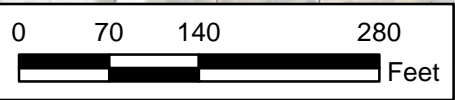
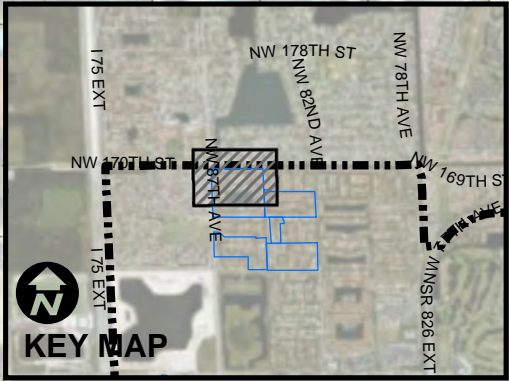
Table 26-Proposed CIP Budgets and Schedule (6-inch Groundwater Elevation @ 20% CIP Increase)

Proposed Project	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTALS
Commerce Way	\$1,824,000										\$1,824,000
Royal Oaks-1st Addition		\$382,800									\$382,800
Royal Oaks-Sixth Add.			\$798,000								\$798,000
Royal Oaks-8th Add.				\$814,800							\$814,800
West Lakes Gardens					\$3,428,400						\$3,428,400
Miami Lakeway North (Southern)						\$2,031,600					\$2,031,600
West Lakes Gardens-2nd Add.							\$1,590,000				\$1,590,000
Royal Lakes-First Add.								\$268,800			\$268,800
South of 154th									\$1,065,600		\$1,065,600
Alameda Northwest										\$810,000	\$810,000
NW 83rd Place										\$115,200	\$115,200
Operations and Maintenance	\$841,500	\$866,745	\$892,747	\$919,530	\$947,116	\$975,529	\$1,004,795	\$1,034,939	\$1,065,987	\$1,097,967	\$9,646,854
TOTALS	\$2,665,500	\$1,249,545	\$1,690,747	\$1,734,330	\$4,375,516	\$3,007,129	\$2,594,795	\$1,303,739	\$2,131,587	\$2,023,167	\$22,776,054

Table 27-Proposed CIP Budgets and Schedule (12-inch Groundwater Elevation @ 50% CIP Increase)

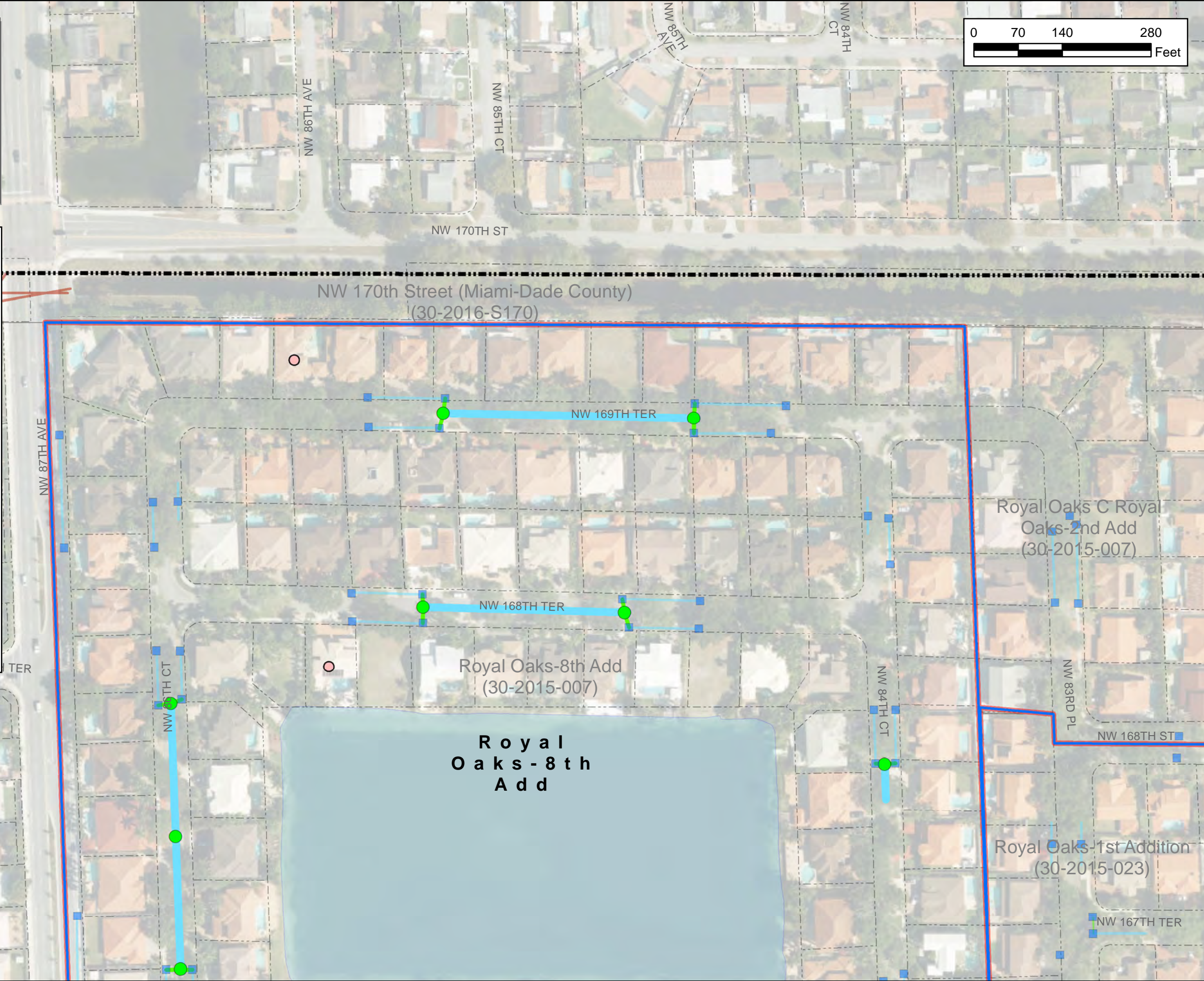
Proposed Project	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTALS
Commerce Way	\$2,280,000										\$2,280,000
Royal Oaks-1st Addition		\$478,500									\$478,500
Royal Oaks-Sixth Add.			\$997,500								\$997,500
Royal Oaks-8th Add.				\$1,018,500							\$1,018,500
West Lakes Gardens					\$4,285,500						\$4,285,500
Miami Lakeway North (Southern)						\$2,539,500					\$2,539,500
West Lakes Gardens-2nd Add.							\$1,987,500				\$1,987,500
Royal Lakes-First Add.								\$336,000			\$336,000
South of 154th									\$1,332,000		\$1,332,000
Alameda Northwest										\$1,012,500	\$1,012,500
NW 83rd Place										\$144,000	\$144,000
Operations and Maintenance	\$841,500	\$866,745	\$892,747	\$919,530	\$947,116	\$975,529	\$1,004,795	\$1,034,939	\$1,065,987	\$1,097,967	\$9,646,854
TOTALS	\$3,121,500	\$1,345,245	\$1,890,247	\$1,938,030	\$5,232,616	\$3,515,029	\$2,992,295	\$1,370,939	\$2,397,987	\$2,254,467	\$26,058,354

Appendix A – Exhibits



Legend

- Town of Miami Lakes Boundary
- Priority Sub-Basin Area
- Sub-Basin
- Priority Sub-Basin
- Property Line
- Lake
- Repetitive Loss Parcel
- Resident Complaint
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Plantation, Florida 33324
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TOWN OF MIAMI LAKES
STORMWATER MASTER PLAN
UPDATE #3

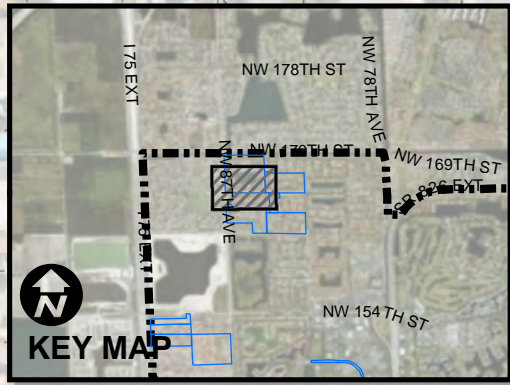
DRAINAGE SYSTEM KEY MAP
SUB-BASIN: Royal Oaks

DATE:	MAY 2019
DESIGN:	TS
DRAWN:	JU
CHECKED:	SV
KH NO.:	04533204

EXHIBIT

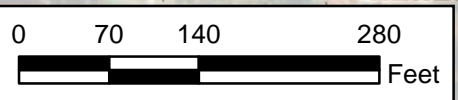
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Legend

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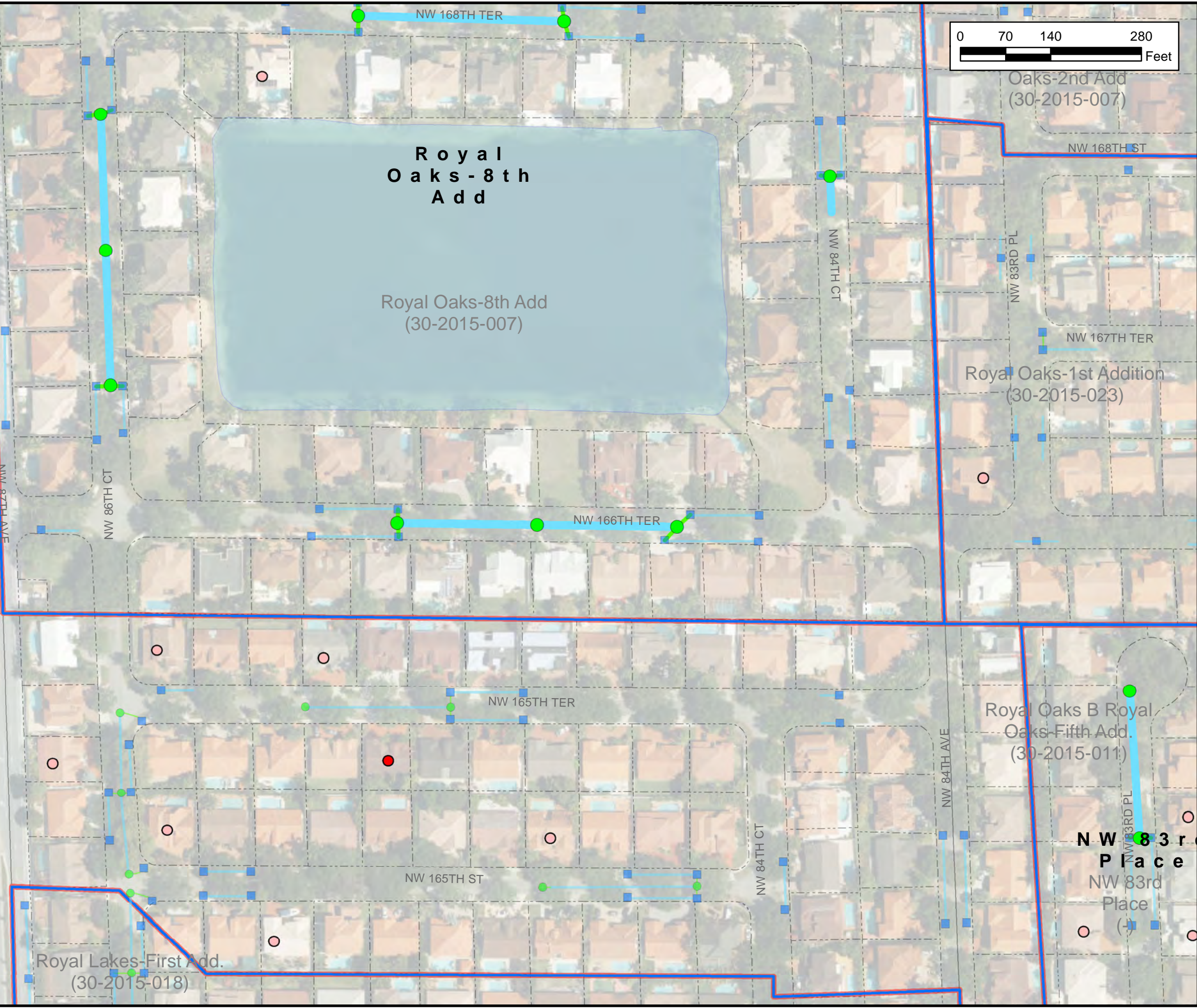
TOWN OF MIAMI LAKES
STORMWATER MASTER PLAN
UPDATE #3

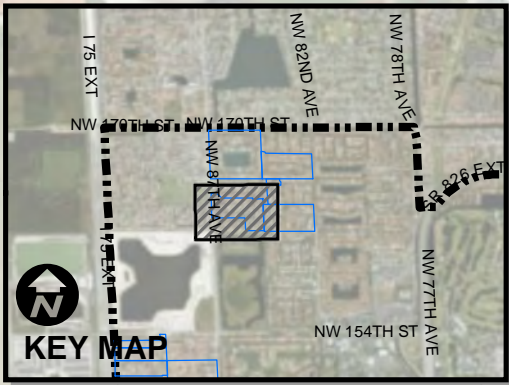
DRAINAGE SYSTEM KEY MAP
SUB-BASIN: Royal Oaks

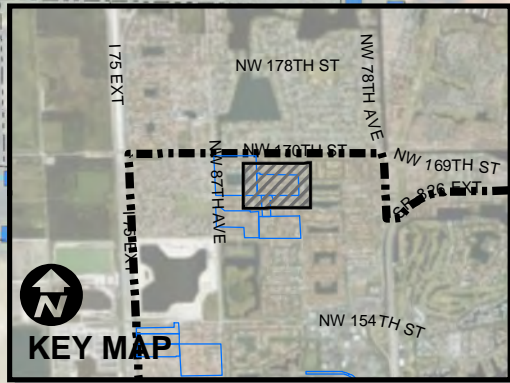
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EXHIBIT

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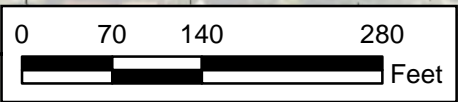






Legend

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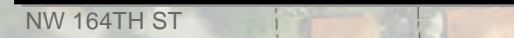
DRAINAGE SYSTEM KEY MAP
SUB-BASIN: Royal Oaks

DATE:	MAY 2019
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CHECKED:	SV
KH NO.:	04533204

EXHIBIT

5

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Town of Miami Lakes Boundary
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TOWN OF MIAMI LAKES STORMWATER MASTER PLAN UPDATE #3

DRAINAGE SYSTEM KEY MAP
SUB-BASIN: Royal Oaks

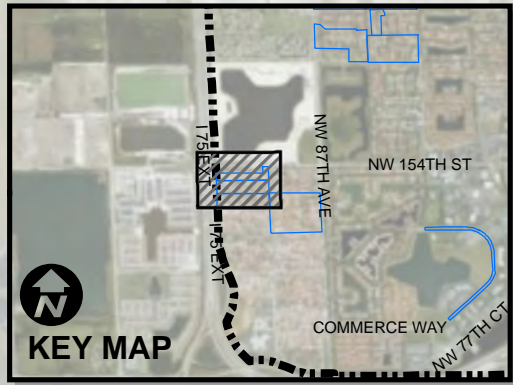
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EXHIBIT

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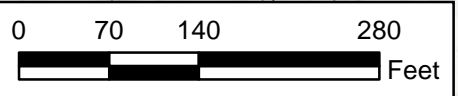
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Legend

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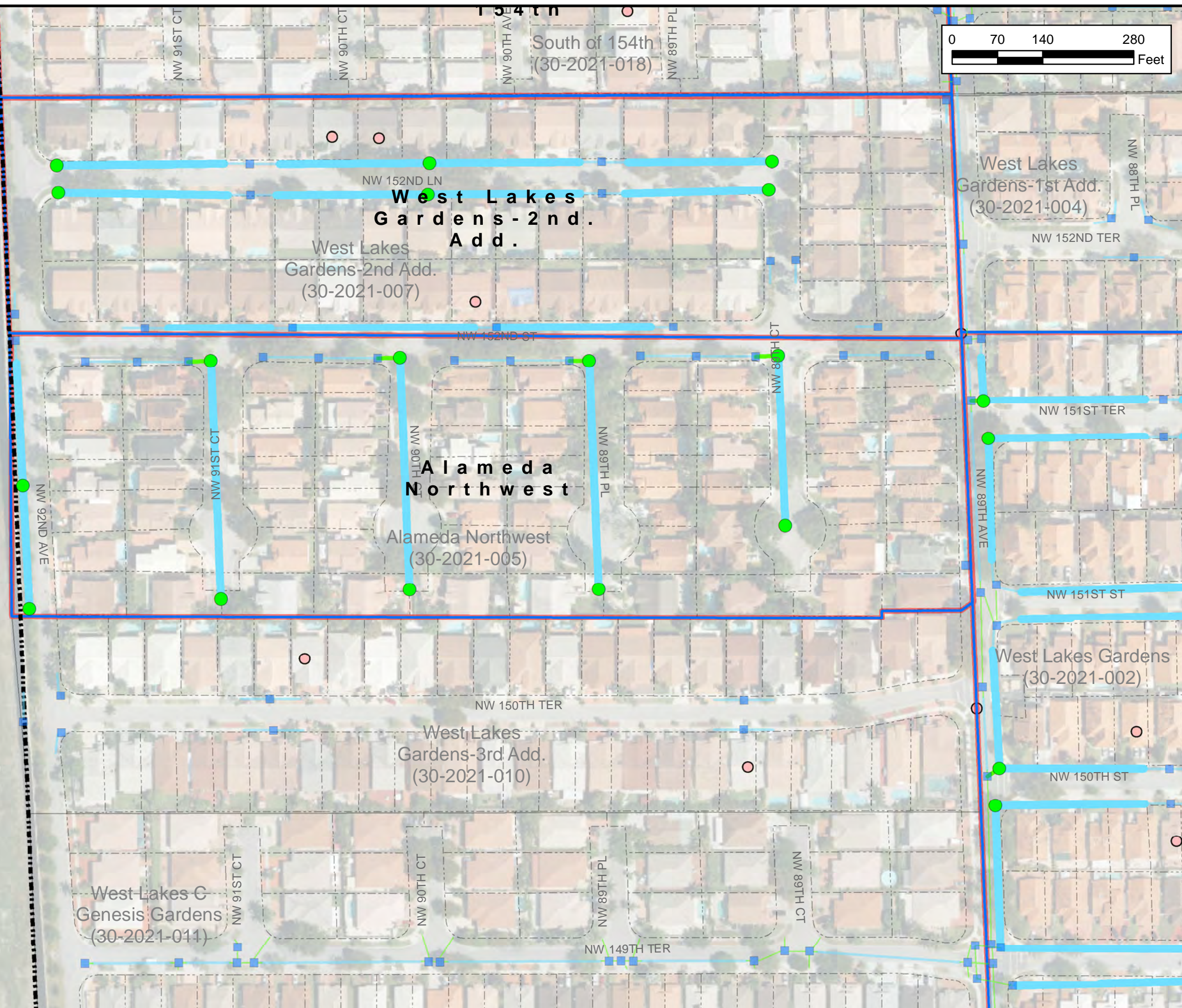
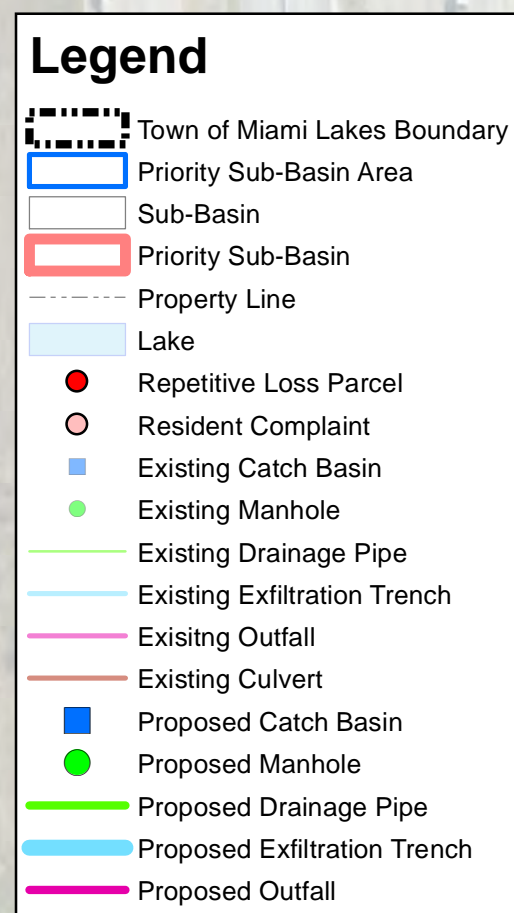


TOWN OF MIAMI LAKES STORMWATER MASTER PLAN UPDATE #3

DRAINAGE SYSTEM KEY MAP SUB-BASIN: West Lakes

DATE:	MAY 2019
DESIGN:	TS
DRAWN:	JU
CHECKED:	SV
KH NO.:	04533204

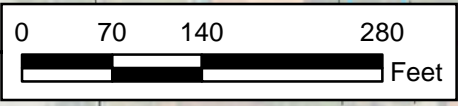
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Legend

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UPDATE #3

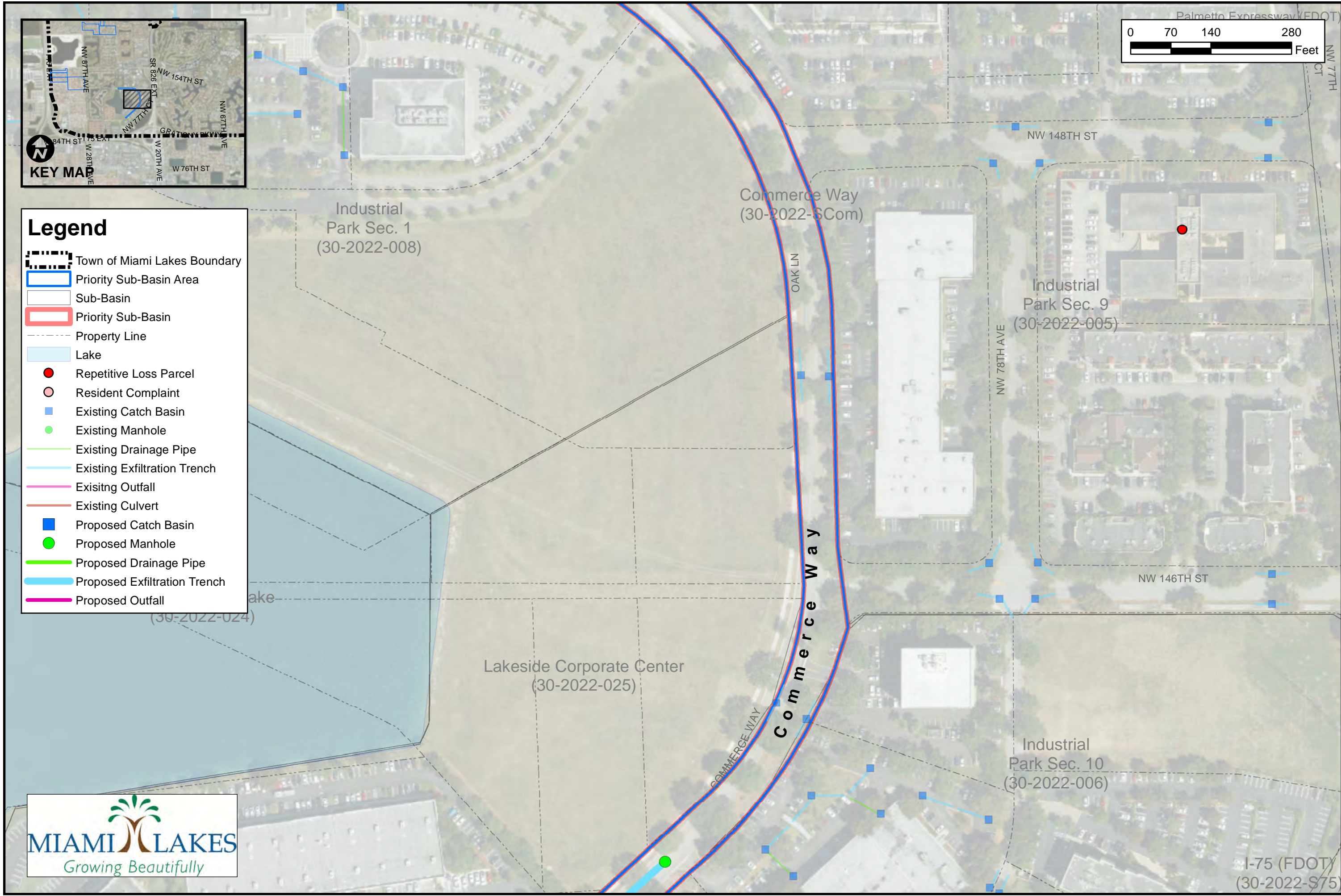
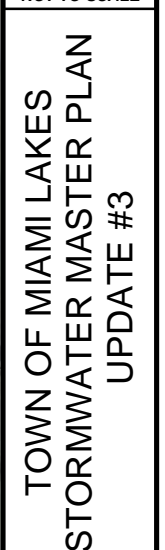
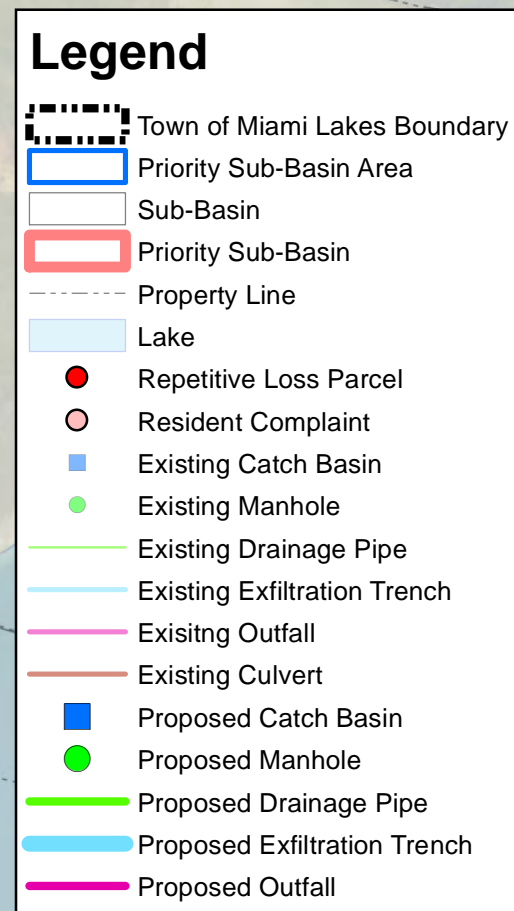
DRAINAGE SYSTEM KEY MAP
SUB-BASIN: West Lakes

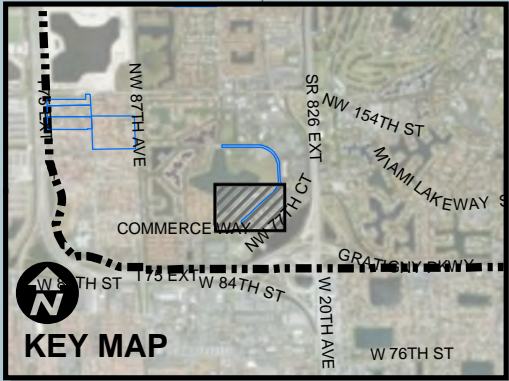
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KH NO.:	044533204

EXHIBIT

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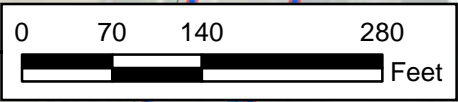






Legend

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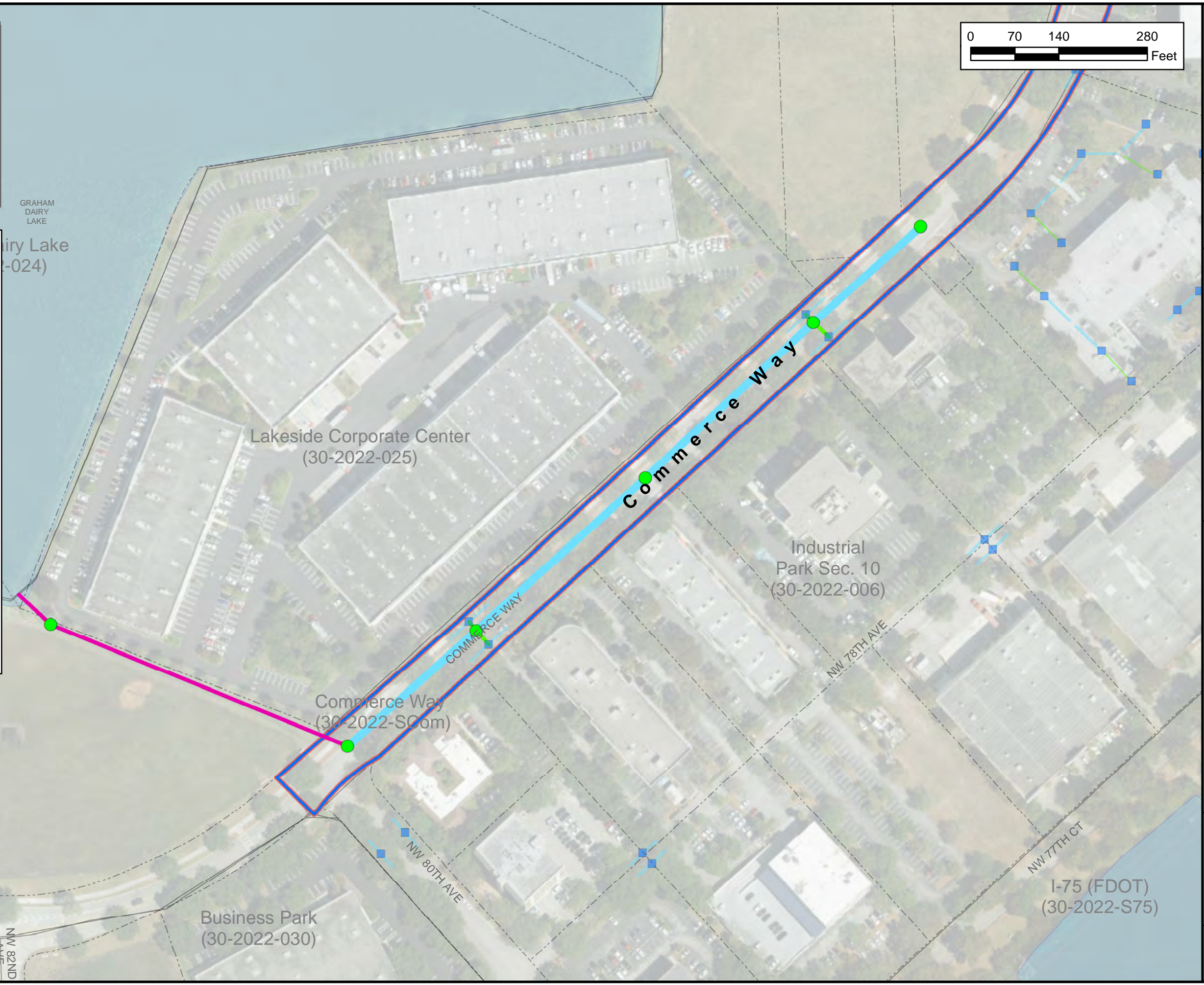
NOT TO SCALE

TOWN OF MIAMI LAKES
STORMWATER MASTER PLAN
UPDATE #3

DRAINAGE SYSTEM KEY MAP
SUB-BASIN: Commerce Way

DATE:	MAY 2019
DESIGN:	TS
DRAWN:	JU
CHECKED:	SV
KH NO.:	044533204

EXHIBIT



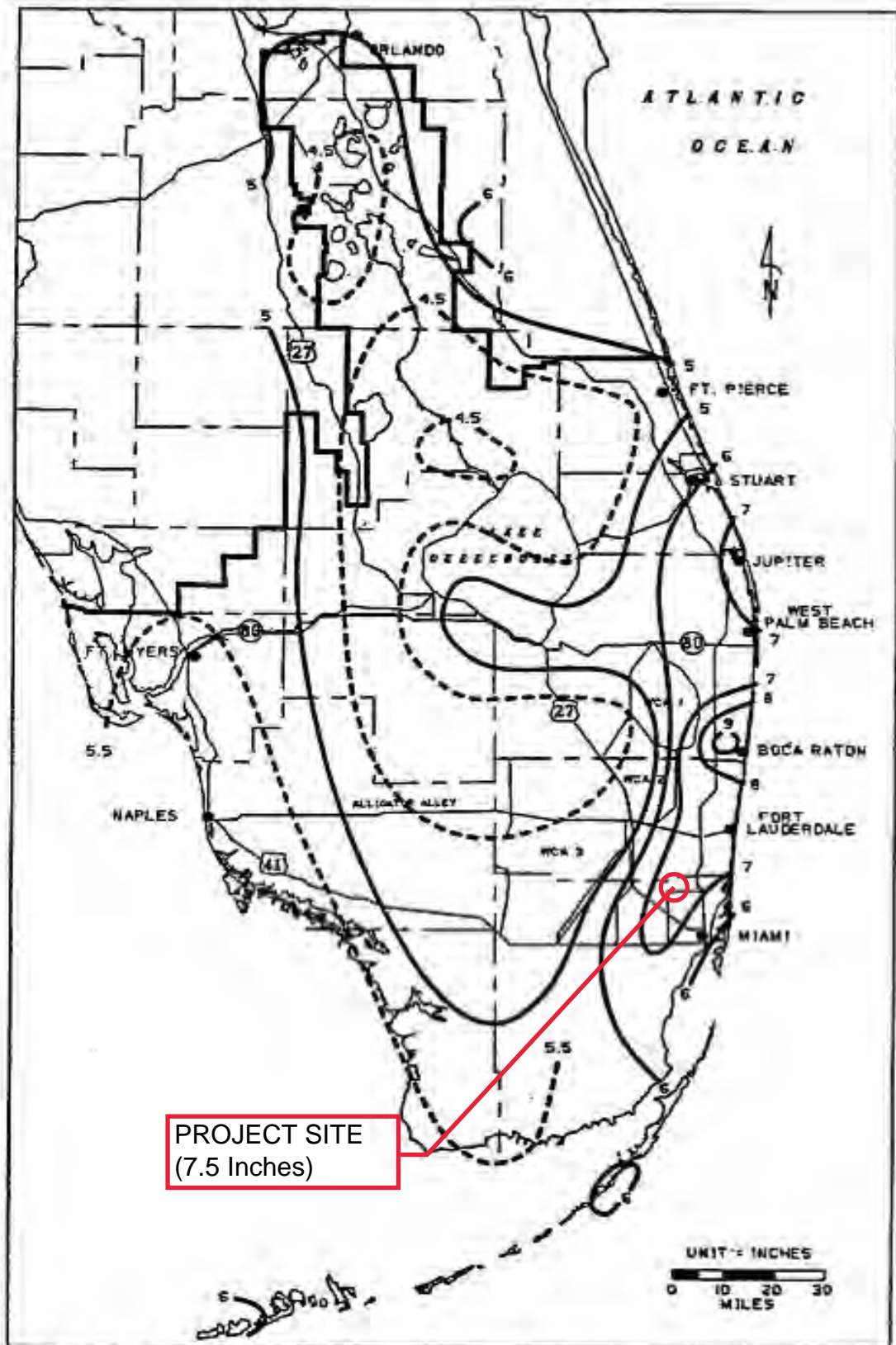


FIGURE C-3. 1-DAY RAINFALL: 5-YEAR RETURN PERIOD

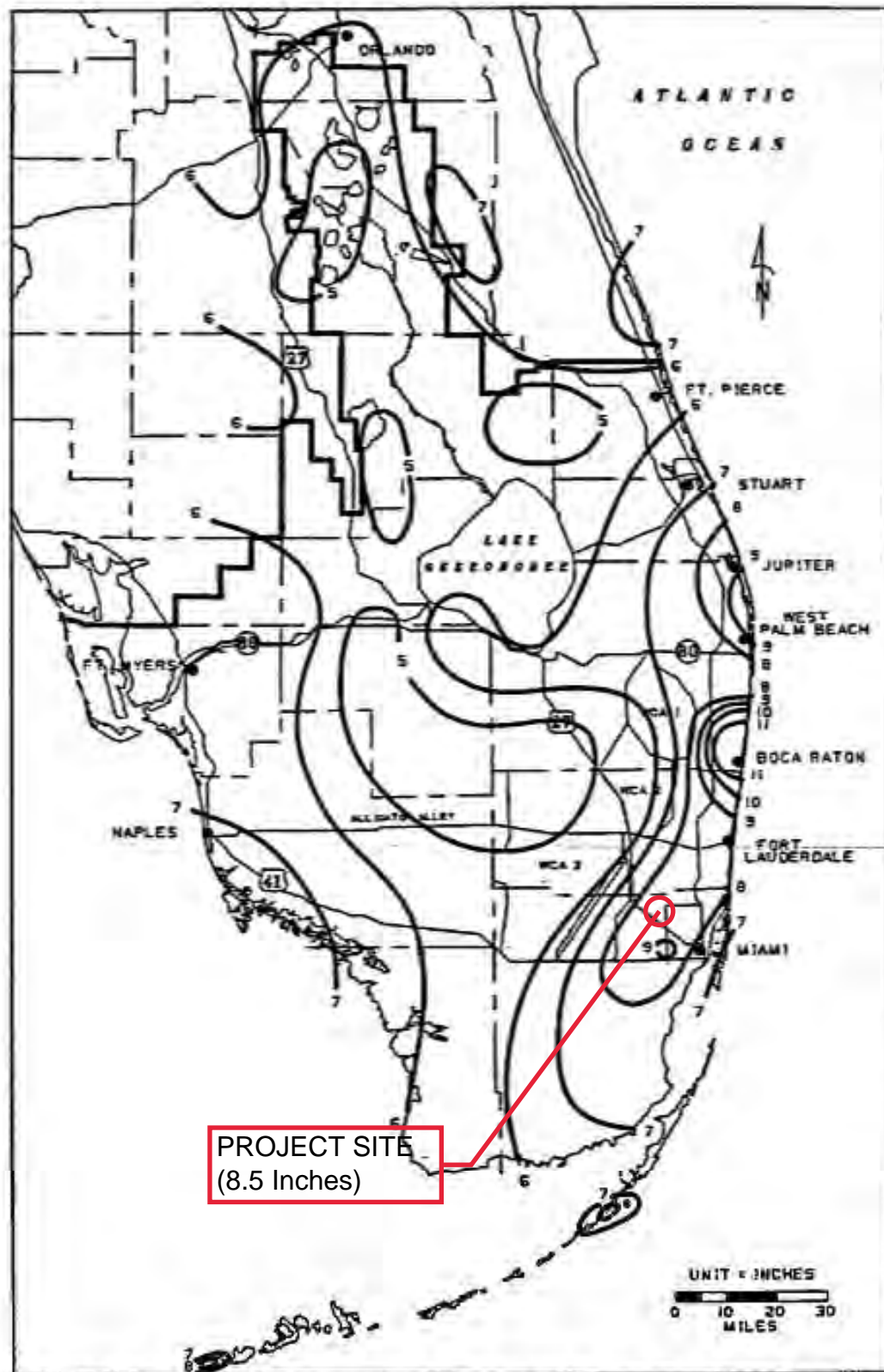


FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD

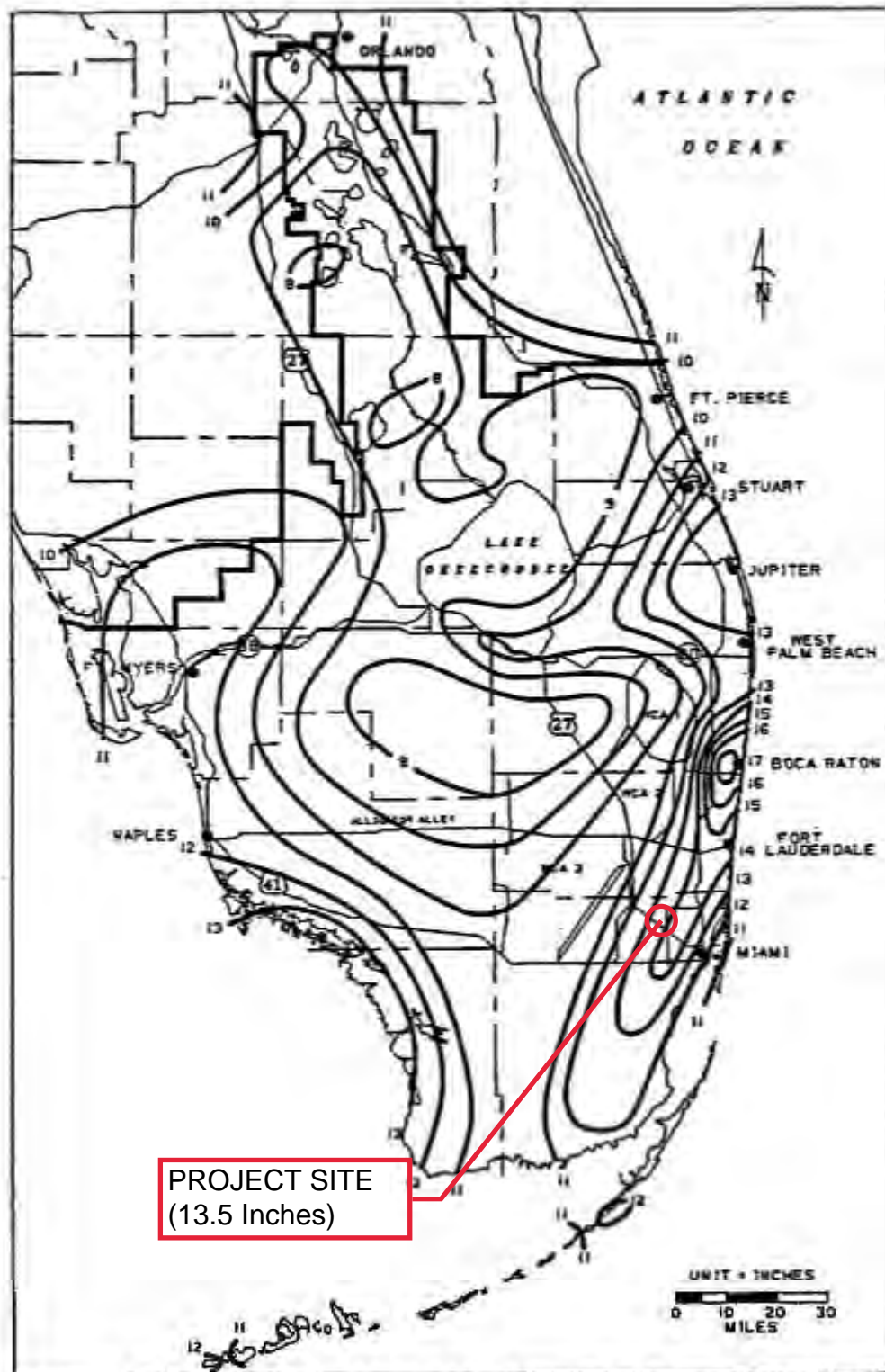


FIGURE C-8. 3-DAY RAINFALL: 25-YEAR RETURN PERIOD

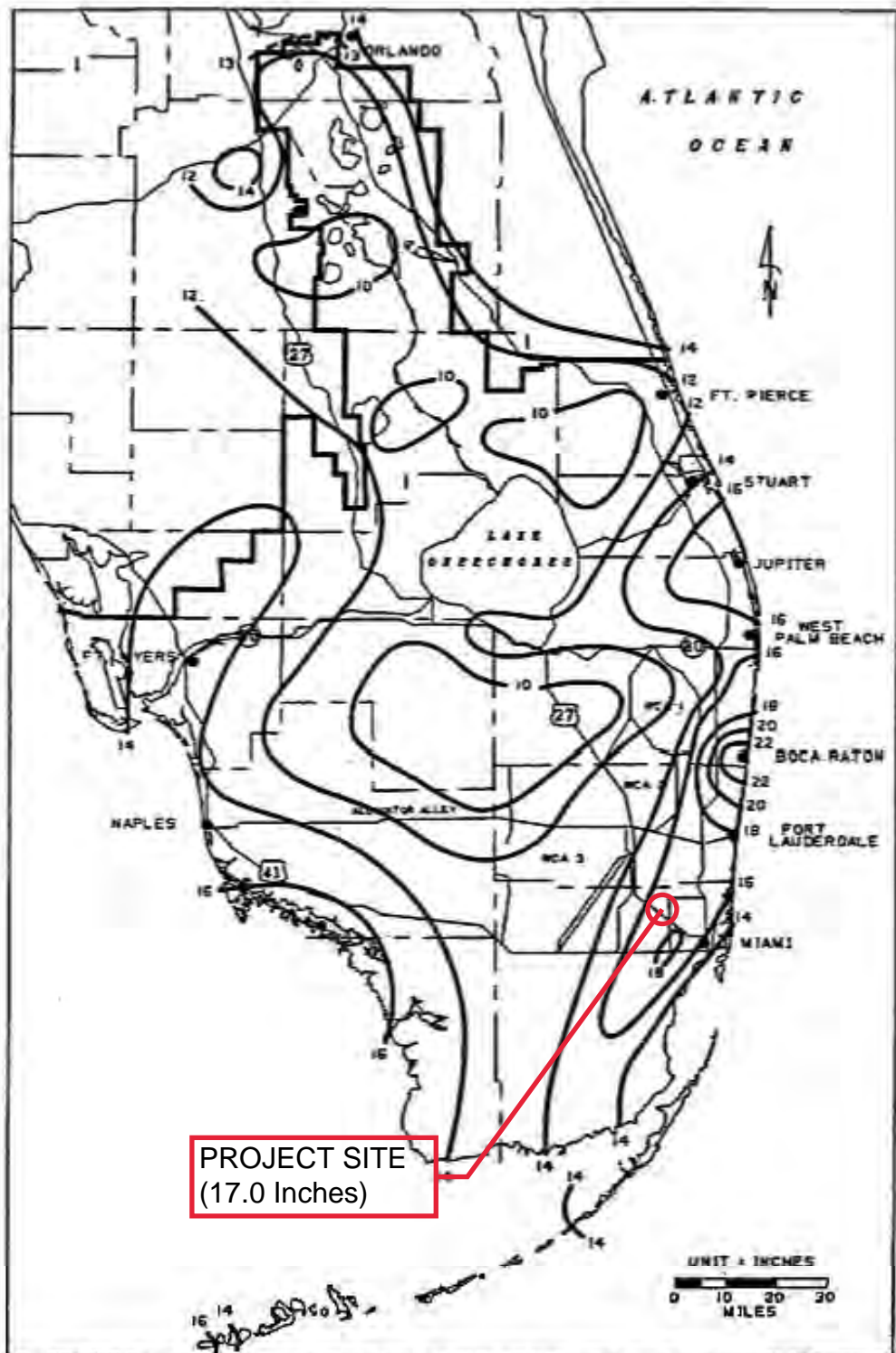
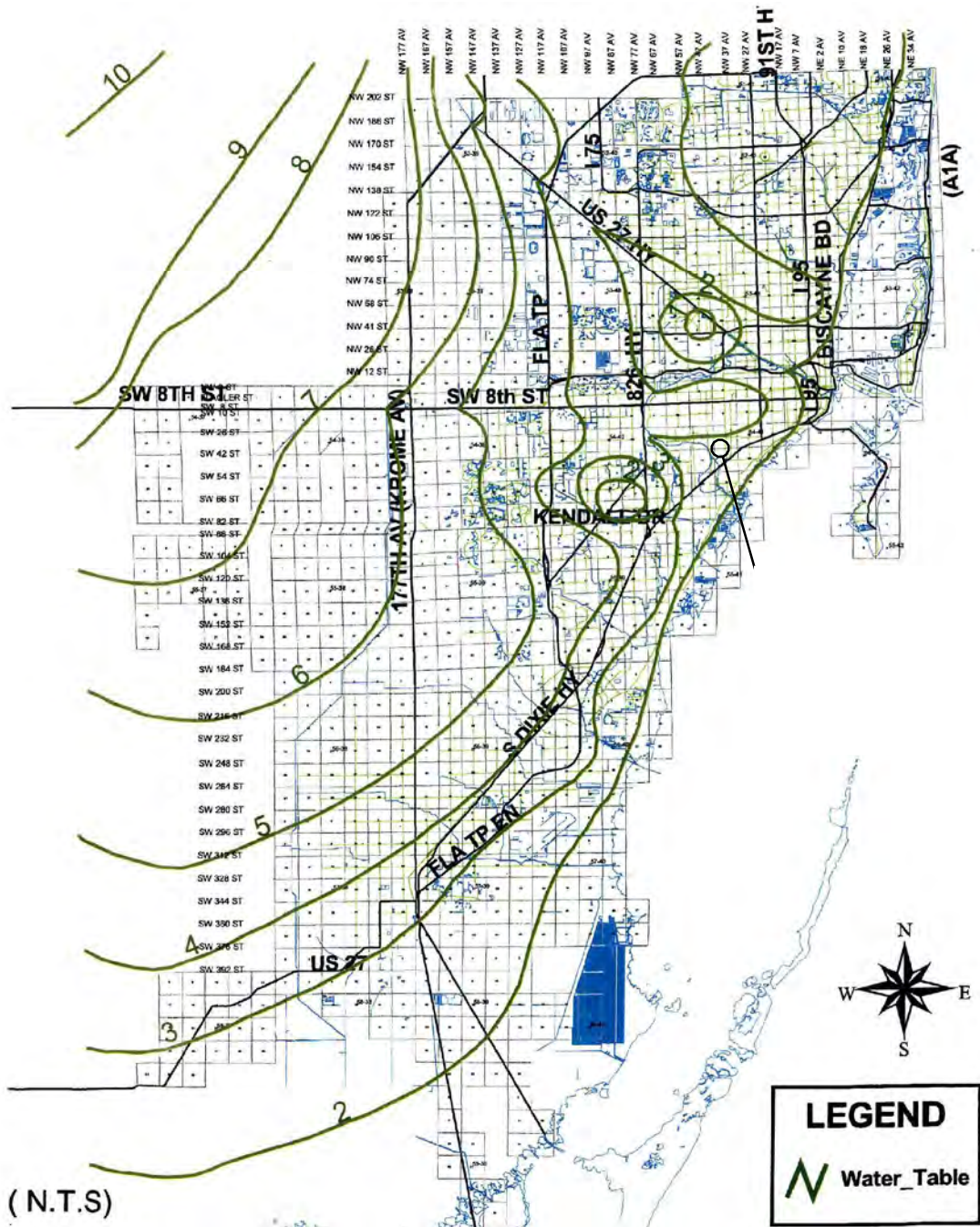


FIGURE C-9. 3-DAY RAINFALL: 100-YEAR RETURN PERIOD



**MIAMI-DADE COUNTY AVERAGE
1999 OCTOBER WATER TABLE**

Appendix B – Hydraulic/Hydrologic Calculations for Priority Sub-Basins

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-Royal Oaks

Miami Lakes, Florida

2/4/2019

Site Development Data

					Right-of-Way Area							Lake		Contributing Areas							
Sub-Basin Area	Sub-Basin Area Type	Water Table Elev. (feet)	Pavement Low Centerline (feet)	Pavement High Centerline (feet)	Paved Area (acres)	Paved Low Edge Elev. (feet)	Paved High Edge Elev. (feet)	Green Area (acres)	Green Low Elev. (feet)	Green High Elev. (feet)	Total ROW Area (acres)	Lake Area (acres)	Lake Area Elev. (feet)	Pool Area (acres)	Building Area (acres)	Assumed Building Elevation (feet)	Paved Area (acres)2	Green Area (acres)2	Total Contributing Area (acres)	Total Sub-Basin Area (acres)	
Royal Oaks-8th Add.	Residential	3.20	6.70	7.60	5.88	6.45	7.70	1.04	6.55	7.70	6.92	7.42	4.00	0.93	9.28	8.20	6.49	6.00	22.70	37.04	
Royal Oaks-1st Addition	Residential	3.20	6.70	7.60	3.44	6.45	7.70	0.68	6.55	7.70	4.12	-	-	0.59	7.15	8.20	3.71	3.61	15.06	19.18	
Royal Lakes-First Add.	Residential	3.20	6.70	7.70	3.92	6.45	7.80	1.18	6.55	7.80	5.10	-	-	0.43	4.75	8.20	3.87	4.74	13.79	18.89	
Royal Oaks-Sixth Add.	Residential	3.20	6.70	7.70	4.78	6.45	7.80	1.12	6.55	7.80	5.90	-	-	0.46	5.88	8.20	3.03	4.88	14.25	20.15	
NW 83rd Place	Residential	3.20	6.70	7.30	0.83	6.45	7.40	0.10	6.55	7.40	0.93	-	-	0.19	1.49	8.20	1.06	0.57	3.31	4.24	
TOTAL:					18.85			4.12			22.97	7.42		2.60	28.55		18.16	19.80	69.11	99.50	

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-Royal Oaks

Miami Lakes, Florida

2/4/2019

Soil Storage and Water Quality Data

Sub-Basin Area	Avg. Elev. (feet)	Avg. Water Table Elev. (feet)	Avg. Depth to Water Table (feet)	Soil Storage Capability * (in.)	Basin Soil Storage Available* * (in.)	(1) Water Quality- First 1" of Runoff (acre-ft)	(2) Water Quality- 2.5" x's % Impervious (acre-ft)	Required Water Quality Volume*** (acre-ft)	Required 1/2" Pre- treatment Volume (acre-ft)
Royal Oaks-8th Add.	7.38	3.20	4.18	8.18	1.55	3.09	4.04	4.04	1.54
Royal Oaks-1st Addition	7.38	3.20	4.18	8.18	1.83	1.60	2.57	2.57	0.80
Royal Lakes-First Add.	7.38	3.20	4.18	8.18	2.56	1.57	2.29	2.29	0.79
Royal Oaks-Sixth Add.	7.38	3.20	4.18	8.18	2.44	1.68	2.43	2.43	0.84
NW 83rd Place	7.38	3.20	4.18	8.18	1.29	0.35	0.67	0.67	0.18
TOTAL:								11.99	4.15

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-Royal Oaks

Miami Lakes, Florida

2/4/2019

Water Quality Provided

Sub-Basin Area	Exfiltration Trench							Swale								TOTAL	
				Existing		Proposed		Existing				Proposed				Total Existing Volume (acre-feet)	Total Proposed Volume (acre-feet)
	Width (feet)	Depth (feet)	Hydraulic Conductivity (cfs/ft ² *ft head)	Existing Length (feet)	Existing Volume Provided (acre-feet)	Proposed Length (feet)	Proposed Volume Provided (acre-feet)	Existing Swale Width (feet)	Existing Swale Depth (feet)	Existing Swale Length (feet)	Existing Swale Volume (acre-feet)	Proposed Swale Width (feet)	Proposed Swale Depth (feet)	Proposed Swale Length (feet)	Proposed Swale Volume (acre-feet)		
Royal Oaks-8th Add.	4.00	13.50	1.21E-03	2,190	18.70	1,300	29.80	-	-	-	-	-	-	-	-	18.70	29.80
Royal Oaks-1st Addition	4.00	13.50	1.21E-03	1,175	10.03	575	14.94	-	-	-	-	-	-	-	-	10.03	14.94
Royal Lakes-First Add.	4.00	13.50	1.21E-03	1,200	10.24	420	13.83	-	-	-	-	-	-	-	-	10.24	13.83
Royal Oaks-Sixth Add.	4.00	13.50	1.21E-03	1,320	11.27	430	14.94	-	-	-	-	-	-	-	-	11.27	14.94
NW 83rd Place	4.00	13.50	1.21E-03	220	1.88	170	3.33	-	-	-	-	-	-	-	-	1.88	3.33
TOTAL:				6,105	52.12	2,895	76.84										

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-Royal Oaks

Miami Lakes, Florida

2/4/2019

Existing Stage-Storage Input Data

Sub-Basin Area	Right-of-Way		Contributing		Total					
	Impervious Area (acres)	Pervious Area (acres)	Impervious Area (acres) ²	Pervious Area (acres) ²	Total Impervious Area (acres)	Impervious Low Elevation (feet)	Impervious High Elevation (feet)	Total Pervious Area (acres)	Pervious Low Elevation (feet)	Pervious High Elevation (feet)
Royal Oaks-8th Add.	5.88	1.04	6.49	6.00	12.37	6.45	7.70	7.04	6.55	7.70
Royal Oaks-1st Addition	3.44	0.68	3.71	3.61	7.15	6.45	7.70	4.29	6.55	7.70
Royal Lakes-First Add.	3.92	1.18	3.87	4.74	7.79	6.45	7.80	5.92	6.55	7.80
Royal Oaks-Sixth Add.	4.78	1.12	3.03	4.88	7.81	6.45	7.80	6.00	6.55	7.80
NW 83rd Place	0.83	0.10	1.06	0.57	1.89	6.45	7.40	0.67	6.55	7.40

Proposed Stage-Storage Input Data

Sub-Basin Area	Right-of-Way		Contributing		Total					
	Impervious Area (acres)	Pervious Area (acres)	Impervious Area (acres) ²	Pervious Area (acres) ²	Total Impervious Area (acres)	Impervious Low Elevation (feet)	Impervious High Elevation (feet)	Total Pervious Area (acres)	Pervious Low Elevation (feet)	Pervious High Elevation (feet)
Royal Oaks-8th Add.	5.88	1.04	6.49	6.00	12.37	6.45	7.70	7.04	6.55	7.70
Royal Oaks-1st Addition	3.44	0.68	3.71	3.61	7.15	6.45	7.70	4.29	6.55	7.70
Royal Lakes-First Add.	3.92	1.18	3.87	4.74	7.79	6.45	7.80	5.92	6.55	7.80
Royal Oaks-Sixth Add.	4.78	1.12	3.03	4.88	7.81	6.45	7.80	6.00	6.55	7.80
NW 83rd Place	0.83	0.10	1.06	0.57	1.89	6.45	7.40	0.67	6.55	7.40

Sub-Basin Royal Oaks-8th Add.
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L(ft)=	2190
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 224.36 acre-in = 18.70 acre-ft

Equivalent Rainfall Calculations

$\frac{224.36 \text{ acre-in}}{37.04 \text{ acres}}$	=	6.06	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 4.14"		4.14" / 1.359 = 3.04" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 5.49"		5.49" / 1.359 = 4.04" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 8.21" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 11.61" (72 hr storm)			

Sub-Basin Royal Oaks-1st Addition
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

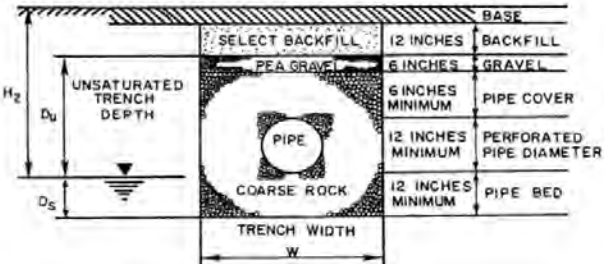
Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L(ft)=	1175
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 120.38 acre-in = 10.03 acre-ft



Equivalent Rainfall Calculations

$\frac{120.38 \text{ acre-in}}{19.18 \text{ acres}}$	=	6.28	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 3.92"		3.92" / 1.359 = 2.88" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 5.28"		5.28" / 1.359 = 3.88" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 7.99" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 11.39" (72 hr storm)			

Sub-Basin Royal Lakes-First Add.
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L (ft)=	1200
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 122.94 acre-in = 10.24 acre-ft

Equivalent Rainfall Calculations

$\frac{122.94 \text{ acre-in}}{18.89 \text{ acres}}$	=	6.51	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 3.68"		3.68" / 1.359 = 2.71" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 5.04"		5.04" / 1.359 = 3.71" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 7.76" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 11.16" (72 hr storm)			

Sub-Basin Royal Oaks-Sixth Add.
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L (ft)=	1320
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 135.23 acre-in = 11.27 acre-ft

Equivalent Rainfall Calculations

$\frac{135.23 \text{ acre-in}}{20.15 \text{ acres}}$	=	6.71	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 3.48"		3.48" / 1.359 = 2.56" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 4.84"		4.84" / 1.359 = 3.56" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 7.56" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 10.96" (72 hr storm)			

Sub-Basin NW 83rd Place
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L (ft)=	220
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 22.54 acre-in = 1.88 acre-ft

Equivalent Rainfall Calculations

$\frac{22.54 \text{ acre-in}}{4.24 \text{ acres}}$	=	5.32	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 4.88"		4.88" / 1.359 = 3.59" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 6.24"		6.24" / 1.359 = 4.59" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 8.95" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 12.35" (72 hr storm)			

Sub-Basin Royal Oaks-8th Add.
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L(ft)=	3490
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 357.55 acre-in = 29.80 acre-ft

Equivalent Rainfall Calculations

$\frac{357.55 \text{ acre-in}}{37.04 \text{ acres}}$	=	9.65	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 0.54"		0.54" / 1.359 = 0.40" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 1.90"		1.90" / 1.359 = 1.40" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 4.62" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 8.01" (72 hr storm)			

Sub-Basin Royal Oaks-1st Addition
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L(ft)=	1750
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 179.29 acre-in = 14.94 acre-ft

Equivalent Rainfall Calculations

$\frac{179.29 \text{ acre-in}}{19.18 \text{ acres}}$	=	9.35	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 0.84"		0.84" / 1.359 = 0.62" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 2.20"		2.20" / 1.359 = 1.62" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 4.92" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 8.32" (72 hr storm)			

Sub-Basin Royal Lakes-First Add.
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L (ft)=	1620
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 165.97 acre-in = 13.83 acre-ft

Equivalent Rainfall Calculations

$\frac{165.97 \text{ acre-in}}{18.89 \text{ acres}}$	=	8.79	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 1.41"		1.41" / 1.359 = 1.03" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 2.77"		2.77" / 1.359 = 2.03" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 5.48" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 8.88" (72 hr storm)			

Sub-Basin Royal Oaks-Sixth Add.
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L (ft)=	1750
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 179.29 acre-in = 14.94 acre-ft

Equivalent Rainfall Calculations

$\frac{179.29 \text{ acre-in}}{20.15 \text{ acres}}$	=	8.90	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 1.29"		1.29" / 1.359 = 0.95" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 2.65"		2.65" / 1.359 = 1.95" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 5.37" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 8.77" (72 hr storm)			

Sub-Basin NW 83rd Place
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.70 NGVD
Lowest Inlet Elevation (ft): 6.45 NGVD
Top of Trench Elev. (ft): 5.20 NGVD
Top of Pipe Elev. (ft): 4.20 NGVD
Pipe Invert Elev. (ft): 2.70 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.30 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	1.21E-03
H ₂ (ft)=	3.25
W(ft)=	4.00
D _u (ft)=	2.00
D _s (ft)=	11.50
L(ft)=	390
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 39.96 acre-in = 3.33 acre-ft

Equivalent Rainfall Calculations

$\frac{39.96 \text{ acre-in}}{4.24 \text{ acres}}$	=	9.42	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 0.77"		0.77" / 1.359 = 0.57" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 2.13"		2.13" / 1.359 = 1.57" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 4.85" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 8.24" (72 hr storm)			

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-Royal Oaks

Miami Lakes, Florida

2/4/2019

Maximum Stage Results

		PERFORMANCE GOALS				EXISTING CONDITIONS				PROPOSED CONDITIONS			
		Paved Low Edge Elev. (feet)	Pavement Low Centerline /Crown (feet)	12" + Paved Low Edge Elev. (feet)2	Building Finished Floor Elevations (feet)	5-year, 24- hour Storm Stage (feet)	10-year, 24-hour Storm Stage (feet)	25-year, 72-hour Storm Stage (feet)	100-year, 72-hour Storm Stage (feet)	5-year, 24- hour Storm Stage (feet)	10-year, 24-hour Storm Stage (feet)	25-year, 72-hour Storm Stage (feet)	100-year, 72-hour Storm Stage (feet)
Sub-Basin Area	Proposed Exfil. Trench (linear feet)												
Royal Oaks-8th Add.	1,300	6.45	6.70	7.70	8.20	7.21	7.39	8.14	8.67	6.01	6.66	7.49	8.11
Royal Oaks-1st Addition	575	6.45	6.70	7.70	8.20	7.12	7.27	7.94	8.41	6.04	6.66	7.43	8.00
Royal Lakes-First Add.	420	6.45	6.70	7.70	8.20	7.02	7.14	7.68	8.13	6.10	6.66	7.37	7.84
Royal Oaks-Sixth Add.	430	6.45	6.70	7.70	8.20	7.02	7.15	7.72	8.18	6.09	6.68	7.39	7.90
NW 83rd Place	170	6.45	6.70	7.70	8.20	7.20	7.34	7.98	8.45	6.06	6.61	7.38	7.88

Notes:

1. Flooding during a five-year, 24-hour storm event is to be below the roadway travel lanes, e.g. the lowest paved elevation of the roadway.
2. Flooding during a 10-year, 24-hour storm event is to be below the crown of roadway.
3. Flooding during a 25-year, 72-hour storm event is to be below 12 inches above the crown of roadway.
4. Flooding during the 100-year, 72-hour storm event is to be below building finished floor elevations.

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-Royal Oaks

Miami Lakes, Florida

2/4/2019

Design Summary

	Royal Oaks-8th Add.	Royal Oaks-1st Addition	Royal Lakes-First Add.	Royal Oaks-Sixth Add.	NW 83rd Place
Total Area (acres)	37.0	19.2	18.9	20.2	4.2
Water Quality					
Control/Water Table Elevation (ft)	3.20	3.20	3.20	3.20	3.20
Water Quality Volume Required (ac-ft)	4.04	2.57	2.29	2.43	0.67
5 Year 1 Day Storm					
Rainfall (in)	7.50	7.50	7.50	7.50	7.50
Equivalent Rainfall (in)	0.40	0.62	1.03	0.95	0.57
Peak Stage (ft)	6.01	6.04	6.10	6.09	6.06
Min. Low Edge of Pavement Elev. (ft)	6.45	6.45	6.45	6.45	6.45
10 Year 1 Day Storm					
Rainfall (in)	8.50	8.50	8.50	8.50	8.50
Equivalent Rainfall (in)	1.40	1.62	2.03	1.95	1.57
Peak Stage (ft)	6.66	6.66	6.66	6.68	6.61
Min. Crown of Road Elev. (ft)	6.70	6.70	6.70	6.70	6.70
25 Year 3 Day Storm					
Rainfall (in)	10.50	10.50	10.50	10.50	10.50
Equivalent Rainfall (in)	4.62	4.92	5.48	5.37	4.85
Peak Stage (ft)	7.49	7.43	7.37	7.39	7.38
Min. Crown of Road + 12" Elev. (ft)	7.70	7.70	7.70	7.70	7.70
100 Year 3 Day Storm					
Rainfall (in)	13.00	13.00	13.00	13.00	13.00
Equivalent Rainfall (in)	8.01	8.32	8.88	8.77	8.24
Peak Stage (ft)	8.11	8.00	7.84	7.90	7.88
Estimated Min. Finished Floor Elevation (ft)	8.20	8.20	8.20	8.20	8.20

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 4.04 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 3.88 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 3.71 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 3.56 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 4.59 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```
=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
```

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	7.39	25.60	3.00	0.20
Royal Oaks-1st	7.27	25.60	3.00	0.20
Royal Lakes-Fi	7.14	25.40	3.00	0.20
Royal Oaks-Six	7.15	25.60	3.00	0.20

NW 83rd Place	7.34	26.00	3.00	0.20
---------------	------	-------	------	------

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	8.13	0.00	0.00	0.00	8.13	0.00
Royal Oaks-1st	3.69	0.00	0.00	0.00	3.69	0.00
Royal Lakes-Fi	2.80	0.00	0.00	0.00	2.80	0.00
Royal Oaks-Six	2.87	0.00	0.00	0.00	2.87	0.00
NW 83rd Place	1.18	0.00	0.00	0.00	1.18	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 05, 2000;0000 hr Duration: 96 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 8.21 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 7.99 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 7.76 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 7.56 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 8.94999 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

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=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
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BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	8.14	73.40	3.00	0.20
Royal Oaks-1st	7.94	73.60	3.00	0.20
Royal Lakes-Fi	7.68	73.60	3.00	0.20
Royal Oaks-Six	7.72	73.60	3.00	0.20

NW 83rd Place	7.98	73.60	3.00	0.20
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BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	20.38	0.00	0.00	0.00	20.38	0.00
Royal Oaks-1st	9.82	0.00	0.00	0.00	9.82	0.00
Royal Lakes-Fi	8.43	0.00	0.00	0.00	8.43	0.00
Royal Oaks-Six	8.83	0.00	0.00	0.00	8.83	0.00
NW 83rd Place	2.67	0.00	0.00	0.00	2.67	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 05, 2000;0000 hr Duration: 96 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 11.61 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 11.39 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 11.16 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 10.96 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 12.35 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```
=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
```

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	8.67	73.80	3.00	0.20
Royal Oaks-1st	8.41	73.80	3.00	0.20
Royal Lakes-Fi	8.13	73.40	3.00	0.20
Royal Oaks-Six	8.18	74.00	3.00	0.20

NW 83rd Place	8.45	73.80	3.00	0.20
---------------	------	-------	------	------

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	30.66	0.00	0.00	0.00	30.66	0.00
Royal Oaks-1st	15.11	0.00	0.00	0.00	15.11	0.00
Royal Lakes-Fi	13.51	0.00	0.00	0.00	13.51	0.00
Royal Oaks-Six	14.26	0.00	0.00	0.00	14.26	0.00
NW 83rd Place	3.86	0.00	0.00	0.00	3.86	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 0.4 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 0.62 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 1.03 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 0.95 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 0.57 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```
=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
```

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	6.01	25.20	3.00	0.20
Royal Oaks-1st	6.04	25.20	3.00	0.20
Royal Lakes-Fi	6.10	25.60	3.00	0.20
Royal Oaks-Six	6.09	25.80	3.00	0.20

NW 83rd Place	6.06	25.40	3.00	0.20
---------------	------	-------	------	------

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	0.02	0.00	0.00	0.00	0.02	0.00
Royal Oaks-1st	0.05	0.00	0.00	0.00	0.05	0.00
Royal Lakes-Fi	0.14	0.00	0.00	0.00	0.14	0.00
Royal Oaks-Six	0.12	0.00	0.00	0.00	0.12	0.00
NW 83rd Place	0.02	0.00	0.00	0.00	0.02	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 1.4 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 1.62 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 2.03 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 1.95 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 1.57 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```
=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
```

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	6.66	25.60	3.00	0.20
Royal Oaks-1st	6.66	25.80	3.00	0.20
Royal Lakes-Fi	6.66	25.80	3.00	0.20
Royal Oaks-Six	6.68	25.80	3.00	0.20

NW 83rd Place	6.61	25.80	3.00	0.20
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BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	1.39	0.00	0.00	0.00	1.39	0.00
Royal Oaks-1st	0.81	0.00	0.00	0.00	0.81	0.00
Royal Lakes-Fi	0.89	0.00	0.00	0.00	0.89	0.00
Royal Oaks-Six	0.92	0.00	0.00	0.00	0.92	0.00
NW 83rd Place	0.23	0.00	0.00	0.00	0.23	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 05, 2000;0000 hr Duration: 96 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 4.62 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 4.92 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 5.48 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 5.36999 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 4.85 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

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=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
```

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	7.49	73.60	3.00	0.20
Royal Oaks-1st	7.43	73.60	3.00	0.20
Royal Lakes-Fi	7.37	73.40	3.00	0.20
Royal Oaks-Six	7.39	73.80	3.00	0.20

NW 83rd Place	7.38	73.60	3.00	0.20
---------------	------	-------	------	------

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	9.78	0.00	0.00	0.00	9.78	0.00
Royal Oaks-1st	5.19	0.00	0.00	0.00	5.19	0.00
Royal Lakes-Fi	5.16	0.00	0.00	0.00	5.16	0.00
Royal Oaks-Six	5.46	0.00	0.00	0.00	5.46	0.00
NW 83rd Place	1.27	0.00	0.00	0.00	1.27	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 05, 2000;0000 hr Duration: 96 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 8.01 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 8.32 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 8.88 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 8.76999 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 8.24 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```
=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
```

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	8.11	73.40	3.00	0.20
Royal Oaks-1st	8.00	73.60	3.00	0.20
Royal Lakes-Fi	7.84	73.80	3.00	0.20
Royal Oaks-Six	7.90	73.60	3.00	0.20

NW 83rd Place	7.88	73.60	3.00	0.20
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BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	19.78	0.00	0.00	0.00	19.78	0.00
Royal Oaks-1st	10.33	0.00	0.00	0.00	10.33	0.00
Royal Lakes-Fi	10.08	0.00	0.00	0.00	10.08	0.00
Royal Oaks-Six	10.74	0.00	0.00	0.00	10.74	0.00
NW 83rd Place	2.43	0.00	0.00	0.00	2.43	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Royal Oaks-8th Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 3.04 inches

Area: 37.04 acres

Ground Storage: 1.55 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	2.12
8.00	17.60
9.00	37.01
10.00	56.42

Basin 2: Royal Oaks-1st Addition

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 2.88 inches

Area: 19.18 acres

Ground Storage: 1.83 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.24
8.00	10.37
9.00	21.81
10.00	33.25

Basin 3: Royal Lakes-First Add.

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 2.71 inches

Area: 18.89 acres

Ground Storage: 2.56 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.35
8.00	11.70

9.00	25.41
10.00	39.12

Basin 4: Royal Oaks-Sixth Add.

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 2.56 inches
 Area: 20.15 acres
 Ground Storage: 2.44 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.36
8.00	11.78
9.00	25.59
10.00	39.40

Basin 5: NW 83rd Place

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 3.59 inches
 Area: 4.24 acres
 Ground Storage: 1.29 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.38
8.00	2.72
9.00	5.28
10.00	7.84

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```
=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
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BASIN MAXIMUM AND MINIMUM STAGES

```
=====
Basin   Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
```

Royal Oaks-8th	7.21	25.40	3.00	0.20
Royal Oaks-1st	7.12	25.60	3.00	0.20
Royal Lakes-Fi	7.02	25.40	3.00	0.20
Royal Oaks-Six	7.02	25.60	3.00	0.20

NW 83rd Place	7.20	25.80	3.00	0.20
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BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Royal Oaks-8th	5.37	0.00	0.00	0.00	5.37	0.00
Royal Oaks-1st	2.32	0.00	0.00	0.00	2.32	0.00
Royal Lakes-Fi	1.60	0.00	0.00	0.00	1.60	0.00
Royal Oaks-Six	1.60	0.00	0.00	0.00	1.60	0.00
NW 83rd Place	0.85	0.00	0.00	0.00	0.85	0.00

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-West Lakes

Miami Lakes, Florida

1/29/2019

Site Development Data

					Right-of-Way Area							Lake		Contributing Areas							
Sub-Basin Area	Sub-Basin Area Type	Water Table Elev. (feet)	Pavement Low Centerline (feet)	Pavement High Centerline (feet)	Paved Area (acres)	Paved Low Edge Elev. (feet)	Paved HighEdge Elev. (feet)	Green Area (acres)	Green Low Elev. (feet)	Green High Elev. (feet)	Total ROW Area (acres)	Lake Area (acres)	Lake Area Elev. (feet)	Pool Area (acres)	Building Area (acres)	Assumed Building Elevation (feet)	Paved Area (acres)2	Green Area (acres)2	Total Contributing Area (acres)	Total Sub-Basin Area (acres)	
South of 154th	Residential	3.20	6.73	7.30	1.90	6.48	7.40	0.38	6.58	7.40	2.28	-	-	0.08	1.97	8.23	1.02	0.73	3.81	6.09	
West Lakes Gardens-2nd Add.	Residential	3.20	6.77	8.07	2.28	6.52	8.17	0.25	6.62	7.00	2.53	-	-	0.11	4.02	8.27	1.34	2.03	7.50	10.04	
Alameda Northwest	Residential	3.20	7.55	8.85	2.69	7.30	8.95	0.84	7.40	7.40	3.53	-	-	0.12	3.75	9.05	1.80	2.57	8.23	11.76	
West Lakes Gardens	Residential	3.20	7.35	8.41	6.73	7.10	8.51	1.22	7.20	7.40	7.96	-	-	0.28	10.17	8.85	4.29	4.29	19.03	26.99	
TOTAL:					13.60			2.70			16.30	-		0.59	19.91		8.46	9.62	38.58	54.88	

DRAINAGE CALCULATIONS**Miami Lakes Storm Water Master Plan-Update #3****Sub-Basin-West Lakes**

Miami Lakes, Florida

1/29/2019

Soil Storage and Water Quality Data

Sub-Basin Area	Avg. Elev. (feet)	Avg. Water Table Elev. (feet)	Avg. Depth to Water Table (feet)	Soil Storage Capability * (in.)	Basin Soil Storage Available* * (in.)	(1) Water Quality- First 1" of Runoff (acre-ft)	(2) Water Quality- 2.5" x's % Impervious (acre-ft)	Required Water Quality Volume*** (acre-ft)	Required 1/2" Pre- treatment Volume (acre-ft)
South of 154th	7.41	3.20	4.21	8.18	1.49	0.51	0.93	0.93	0.25
West Lakes Gardens-2nd Add.	7.45	3.20	4.25	8.18	1.86	0.84	1.30	1.30	0.42
Alameda Northwest	8.23	3.20	5.03	8.18	2.37	0.98	1.41	1.41	0.49
West Lakes Gardens	8.03	3.20	4.83	8.18	1.67	2.25	3.78	3.78	1.12
TOTAL:							7.41	7.41	2.29

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-West Lakes

Miami Lakes, Florida

1/29/2019

Water Quality Provided

Sub-Basin Area	Exfiltration Trench							Swale								TOTAL	
				Existing		Proposed		Existing				Proposed					
	Width (feet)	Depth (feet)	Hydraulic Conductivity (cfs/ft ² *ft head)	Existing Length (feet)	Existing Volume Provided (acre-feet)	Proposed Length (feet)	Proposed Volume Provided (acre-feet)	Existing Swale Width (feet)	Existing Swale Depth (feet)	Existing Swale Length (feet)	Existing Swale Volume (acre-feet)	Proposed Swale Width (feet)	Proposed Swale Depth (feet)	Proposed Swale Length (feet)	Proposed Swale Volume (acre-feet)	Total Existng Volume (acre-feet)	Total Proposed Volume (acre-feet)
South of 154th	4.00	13.50	3.45E-04	-	-	1,700	4.29	-	-	-	-	6.00	0.50	-	-	-	4.29
West Lakes Gardens-2nd Add.	4.00	13.50	3.45E-04	475	1.21	2,200	6.82	-	-	-	-	6.00	0.50	-	-	1.21	6.82
Alameda Northwest	4.00	13.50	3.45E-04	675	2.08	1,400	6.39	-	-	-	-	6.00	0.50	-	-	2.08	6.39
West Lakes Gardens	4.00	13.50	3.45E-04	1,412	4.16	4,800	18.31	-	-	-	-	6.00	0.50	-	-	4.16	18.31
TOTAL:				2,562	7.45	10,100	35.82				-				-		

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-West Lakes

Miami Lakes, Florida

1/29/2019

Existing Stage-Storage Input Data

	Right-of-Way		Contributing		Total					
	Impervious Area (acres)	Pervious Area (acres)	Impervious Area (acres) ²	Pervious Area (acres) ²	Total Impervious Area (acres)	Impervious Low Elevation (feet)	Impervious High Elevation (feet)	Total Pervious Area (acres)	Pervious Low Elevation (feet)	Pervious High Elevation (feet)
Sub-Basin Area										
South of 154th	1.90	0.38	1.02	0.73	2.92	6.48	7.40	1.11	6.58	7.40
West Lakes Gardens-2nd Add.	2.28	0.25	1.34	2.03	3.62	6.52	8.17	2.29	6.62	7.00
Alameda Northwest	2.69	0.84	1.80	2.57	4.49	7.30	8.95	3.41	7.40	7.40
West Lakes Gardens	6.73	1.22	4.29	4.29	11.02	7.10	8.51	5.51	7.20	7.40

Proposed Stage-Storage Input Data

	Right-of-Way		Contributing		Total					
	Impervious Area (acres)	Pervious Area (acres)	Impervious Area (acres) ²	Pervious Area (acres) ²	Total Impervious Area (acres)	Impervious Low Elevation (feet)	Impervious High Elevation (feet)	Total Pervious Area (acres)	Pervious Low Elevation (feet)	Pervious High Elevation (feet)
Sub-Basin Area										
South of 154th	1.90	0.38	1.02	0.73	2.92	6.48	7.40	1.11	6.08	7.40
West Lakes Gardens-2nd Add.	2.28	0.25	1.34	2.03	3.62	6.52	8.17	2.29	6.12	7.00
Alameda Northwest	2.69	0.84	1.80	2.57	4.49	7.30	8.95	3.41	6.90	7.40
West Lakes Gardens	6.73	1.22	4.29	4.29	11.02	7.10	8.51	5.51	6.70	7.40

Sub-Basin South of 154th
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.73 NGVD
Lowest Inlet Elevation (ft): 6.48 NGVD
Top of Trench Elev. (ft): 5.23 NGVD
Top of Pipe Elev. (ft): 4.23 NGVD
Pipe Invert Elev. (ft): 2.73 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.27 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.28
W(ft)=	4.00
D _u (ft)=	2.03
D _s (ft)=	11.47
L (ft)=	0
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 0.00 acre-in = 0.00 acre-ft

Equivalent Rainfall Calculations

$\frac{0.00 \text{ acre-in}}{6.09 \text{ acres}} = 0.00 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 10.19" 10.19" / 1.359 = **7.50" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 11.55" 11.55" / 1.359 = **8.50" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **14.27" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **17.67" (72 hr storm)**

Sub-Basin West Lakes Gardens-2nd Add.

Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)

H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)

W=Width of Trench (ft)

D_u=Non-Saturated Trench Depth (ft)

D_s=Saturated Trench Depth (ft)

L=Length of Trench (ft)

TD=Trench Depth (ft)

V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

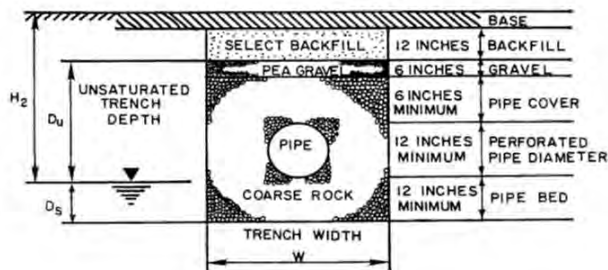
EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.77 NGVD
Lowest Inlet Elevation (ft): 6.52 NGVD
Top of Trench Elev. (ft): 5.27 NGVD
Top of Pipe Elev. (ft): 4.27 NGVD
Pipe Invert Elev. (ft): 2.77 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.23 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT

K=	3.45E-04	Equation used for this calculation:
H ₂ (ft)=	3.32	$V=(L)*(K*(2*H_2^2*D_u - D_u^2 + 2*H_2*D_s) + (1.39*10^{-4})*W*D_u)$
W(ft)=	4.00	V= 14.53 acre-in = 1.21 acre-ft
D _u (ft)=	2.07	
D _s (ft)=	11.43	
L (ft)=	475	
TD(ft)=	13.50	



Equivalent Rainfall Calculations

$$\frac{14.53 \text{ acre-in}}{10.04 \text{ acres}} = 1.45 \text{ inches equivalent storage}$$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 8.74" 8.74" / 1.359 = **6.43" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 10.10" 10.10" / 1.359 = **7.43" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **12.82" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **16.22" (72 hr storm)**

Sub-Basin Alameda Northwest
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.55 NGVD
Lowest Inlet Elevation (ft): 7.30 NGVD
Top of Trench Elev. (ft): 6.05 NGVD
Top of Pipe Elev. (ft): 5.05 NGVD
Pipe Invert Elev. (ft): 3.55 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -7.45 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	4.10
W(ft)=	4.00
D _u (ft)=	2.85
D _s (ft)=	10.65
L (ft)=	675
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 24.96 acre-in = 2.08 acre-ft

Equivalent Rainfall Calculations

$\frac{24.96 \text{ acre-in}}{11.76 \text{ acres}} = 2.12 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 8.07" 8.07" / 1.359 = **5.94" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 9.43" 9.43" / 1.359 = **6.94" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **12.15" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **15.55" (72 hr storm)**

Sub-Basin West Lakes Gardens
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.35 NGVD
Lowest Inlet Elevation (ft): 7.10 NGVD
Top of Trench Elev. (ft): 5.85 NGVD
Top of Pipe Elev. (ft): 4.85 NGVD
Pipe Invert Elev. (ft): 3.35 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -7.65 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.90
W(ft)=	4.00
D _u (ft)=	2.65
D _s (ft)=	10.85
L (ft)=	1412
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 49.96 acre-in = 4.16 acre-ft

Equivalent Rainfall Calculations

$\frac{49.96 \text{ acre-in}}{26.99 \text{ acres}} = 1.85 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 8.34" 8.34" / 1.359 = **6.14" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 9.70" 9.70" / 1.359 = **7.14" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **12.42" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **15.82" (72 hr storm)**

Sub-Basin South of 154th
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

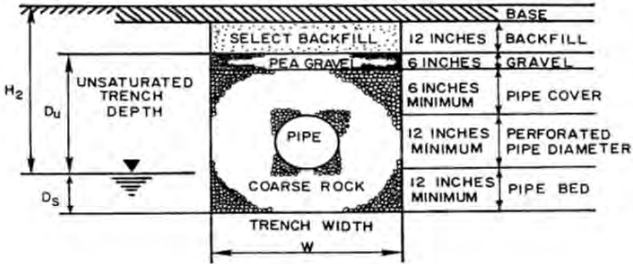
Manhole Rim Elevation (ft): 6.73 NGVD
Lowest Inlet Elevation (ft): 6.48 NGVD
Top of Trench Elev. (ft): 5.23 NGVD
Top of Pipe Elev. (ft): 4.23 NGVD
Pipe Invert Elev. (ft): 2.73 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.27 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.28
W(ft)=	4.00
D _u (ft)=	2.03
D _s (ft)=	11.47
L (ft)=	1700
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 51.44 acre-in = 4.29 acre-ft



Equivalent Rainfall Calculations

$\frac{51.44 \text{ acre-in}}{6.09 \text{ acres}} = 8.45 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 1.74" 1.74" / 1.359 = **1.28" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 3.10" 3.10" / 1.359 = **2.28" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **5.82" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **9.22" (72 hr storm)**

Sub-Basin West Lakes Gardens-2nd Add.
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.77 NGVD
Lowest Inlet Elevation (ft): 6.52 NGVD
Top of Trench Elev. (ft): 5.27 NGVD
Top of Pipe Elev. (ft): 4.27 NGVD
Pipe Invert Elev. (ft): 2.77 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.23 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.32
W(ft)=	4.00
D _u (ft)=	2.07
D _s (ft)=	11.43
L (ft)=	2675
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 81.85 acre-in = 6.82 acre-ft

Equivalent Rainfall Calculations

$\frac{81.85 \text{ acre-in}}{10.04 \text{ acres}} = 8.15 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 2.04" 2.04" / 1.359 = **1.50" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 3.40" 3.40" / 1.359 = **2.50" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **6.12" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **9.51" (72 hr storm)**

Sub-Basin Alameda Northwest
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.55 NGVD
Lowest Inlet Elevation (ft): 7.30 NGVD
Top of Trench Elev. (ft): 6.05 NGVD
Top of Pipe Elev. (ft): 5.05 NGVD
Pipe Invert Elev. (ft): 3.55 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -7.45 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	4.10
W(ft)=	4.00
D _u (ft)=	2.85
D _s (ft)=	10.65
L (ft)=	2075
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 76.72 acre-in = 6.39 acre-ft

Equivalent Rainfall Calculations

$\frac{76.72 \text{ acre-in}}{11.76 \text{ acres}} = 6.52 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50"
72hr storm-stored = 3.67"
72 hour storm= 7.50" X 1.359 = 10.19"
3.67" / 1.359 = **2.70" (24 hr storm)**

10 year 24 hr storm event = 8.50"
72hr storm-stored = 5.03"
72 hour storm= 8.50" X 1.359 = 11.55"
5.03" / 1.359 = **3.70" (24 hr storm)**

25 year 24 hr storm event = 10.50"
72hr storm-stored = 7.75" (72 hr storm)
72 hour storm= 10.50" X 1.359 = 14.27"

100 year 24 hr storm event = 13.00"
72hr storm-stored = 11.14" (72 hr storm)
72 hour storm= 13.00" X 1.359 = 17.67"

Sub-Basin West Lakes Gardens
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.35 NGVD
Lowest Inlet Elevation (ft): 7.10 NGVD
Top of Trench Elev. (ft): 5.85 NGVD
Top of Pipe Elev. (ft): 4.85 NGVD
Pipe Invert Elev. (ft): 3.35 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -7.65 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.90
W(ft)=	4.00
D _u (ft)=	2.65
D _s (ft)=	10.85
L (ft)=	6212
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 219.78 acre-in = 18.31 acre-ft

Equivalent Rainfall Calculations

$\frac{219.78 \text{ acre-in}}{26.99 \text{ acres}}$	=	8.14	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 2.05"		2.05" / 1.359 = 1.51" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 3.41"		3.41" / 1.359 = 2.51" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 6.13" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 9.52" (72 hr storm)			

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-West Lakes

Miami Lakes, Florida

1/29/2019

Maximum Stage Results

		PERFORMANCE GOALS				EXISTING CONDITIONS				PROPOSED CONDITIONS			
Sub-Basin Area	Proposed Exfil. Trench (linear feet)	Paved Low Edge Elev. (feet)	Pavement Low Centerline /Crown (feet)	12" + Paved Low Edge Elev. (feet)2	Building Finished Floor Elevation s (feet)	5-year, 24- hour Storm Stage (feet)	10-year, 24-hour Storm Stage (feet)	25-year, 72-hour Storm Stage (feet)	100-year, 72-hour Storm Stage (feet)	5-year, 24- hour Storm Stage (feet)	10-year, 24-hour Storm Stage (feet)	25-year, 72-hour Storm Stage (feet)	100-year, 72-hour Storm Stage (feet)
South of 154th	1,700	6.48	6.73	7.73	8.23	7.68	7.81	8.54	8.97	6.36	6.73	7.38	7.83
West Lakes Gardens-2nd Add.	2,200	6.52	6.77	7.77	8.27	7.72	7.90	8.67	9.14	6.52	6.75	7.53	8.11
Alameda Northwest	1,400	7.30	7.55	8.55	9.05	8.15	8.29	9.02	9.43	7.39	7.51	8.27	8.75
West Lakes Gardens	4,800	7.10	7.35	8.35	8.85	8.07	8.21	8.95	9.40	7.09	7.30	8.11	8.59

Notes:

1. Flooding during a five-year, 24-hour storm event is to be below the roadway travel lanes, e.g. the lowest paved elevation of the roadway.
2. Flooding during a 10-year, 24-hour storm event is to be below the crown of roadway.
3. Flooding during a 25-year, 72-hour storm event is to be below 12 inches above the crown of roadway.
4. Flooding during the 100-year, 72-hour storm event is to be below building finished floor elevations.

DRAINAGE CALCULATIONS**Miami Lakes Storm Water Master Plan-Update #3****Sub-Basin-West Lakes**

Miami Lakes, Florida

1/29/2019

Design Summary

	South of 154th	West Lakes Gardens- 2nd Add.	Alameda Northwest	West Lakes Gardens
Total Area (acres)	6.1	10.0	11.8	27.0
Water Quality				
Control/Water Table Elevation (ft)	3.20	3.20	3.20	3.20
Water Quality Volume Required (ac-ft)	0.93	1.30	1.41	3.78
5 Year 1 Day Storm				
Rainfall (in)	7.50	7.50	7.50	7.50
Equivalent Rainfall (in)	1.28	1.50	2.70	1.51
Peak Stage (ft)	6.36	6.52	7.39	7.09
Min. Low Edge of Pavement Elev. (ft)	6.48	6.52	7.30	7.10
10 Year 1 Day Storm				
Rainfall (in)	8.50	8.50	8.50	8.50
Equivalent Rainfall (in)	2.28	2.50	3.70	2.51
Peak Stage (ft)	6.73	6.75	7.51	7.30
Min. Crown of Road Elev. (ft)	6.73	6.77	7.55	7.35
25 Year 3 Day Storm				
Rainfall (in)	14.27	14.27	14.27	14.27
Equivalent Rainfall (in)	5.82	6.12	7.75	6.13
Peak Stage (ft)	7.38	7.53	8.27	8.11
Min. Crown of Road + 12" Elev. (ft)	7.73	7.77	8.55	8.35
100 Year 3 Day Storm				
Rainfall (in)	17.67	17.67	17.67	17.67
Equivalent Rainfall (in)	9.22	9.51	11.14	9.52
Peak Stage (ft)	7.83	8.11	8.75	8.59
Estimated Min. Finished Floor Elevation (ft)	8.23	8.27	9.05	8.85

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 7.5 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.55
8.00	4.22
9.00	8.25
10.00	12.28

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 6.43 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.69
8.00	5.13
9.00	11.01
10.00	16.92

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 5.94 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.00
8.00	2.71

9.00	9.38
10.00	17.28

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 6.14 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.27
8.00	9.00
9.00	24.74
10.00	41.27

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
South of 154th      7.68      25.60      3.00      0.20
  WLG-2nd Add      7.72      25.60      3.00      0.20
Alameda Northw     8.15      25.40      3.00      0.20
  WLG              8.07      25.40      3.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow  Outflow  Storage  Storage
=====
South of 154th      3.03      0.00      0.00      0.00      3.03      0.00
  WLG-2nd Add      3.88      0.00      0.00      0.00      3.88      0.00
Alameda Northw     3.74      0.00      0.00      0.00      3.74      0.00
  WLG             10.14      0.00      0.00      0.00     10.14      0.00
  
```

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 8.5 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.55
8.00	4.22
9.00	8.25
10.00	12.28

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 7.43 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.69
8.00	5.13
9.00	11.01
10.00	16.92

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 6.94 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.00
8.00	2.71

9.00	9.38
10.00	17.28

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 7.14 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.27
8.00	9.00
9.00	24.74
10.00	41.27

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
South of 154th      7.81      26.00      3.00      0.20
  WLG-2nd Add       7.90      25.80      3.00      0.20
Alameda Northw     8.29      25.60      3.00      0.20
  WLG                8.21      25.40      3.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow   Outflow   Storage  Storage
=====
South of 154th      3.52      0.00      0.00      0.00      3.52      0.00
  WLG-2nd Add       4.67      0.00      0.00      0.00      4.67      0.00
Alameda Northw     4.64      0.00      0.00      0.00      4.64      0.00
  WLG              12.29      0.00      0.00      0.00     12.29      0.00
  
```


Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 14.27 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.55
8.00	4.22
9.00	8.25
10.00	12.28

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 12.82 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.69
8.00	5.13
9.00	11.01
10.00	16.92

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 12.15 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.00
8.00	2.71

9.00	9.38
10.00	17.28

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 12.42 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.27
8.00	9.00
9.00	24.74
10.00	41.27

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
South of 154th      8.54      73.40      3.00      0.20
  WLG-2nd Add      8.67      73.60      3.00      0.20
Alameda Northw     9.02      73.60      3.00      0.20
  WLG              8.95      73.40      3.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff Inflow  Outflow  Storage  Storage
=====
South of 154th      6.41      0.00      0.00      0.00      6.41      0.00
  WLG-2nd Add      9.06      0.00      0.00      0.00      9.06      0.00
Alameda Northw     9.51      0.00      0.00      0.00      9.51      0.00
  WLG             23.88      0.00      0.00      0.00     23.88      0.00
  
```

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 17.67 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.55
8.00	4.22
9.00	8.25
10.00	12.28

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 16.2199 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.69
8.00	5.13
9.00	11.01
10.00	16.92

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 15.5499 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.00
8.00	2.71

9.00	9.38
10.00	17.28

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 15.82 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.27
8.00	9.00
9.00	24.74
10.00	41.27

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
South of 154th      8.97      73.60      3.00      0.20
  WLG-2nd Add       9.14      73.40      3.00      0.20
Alameda Northw     9.43      73.60      3.00      0.20
  WLG                9.40      73.60      3.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow   Outflow   Storage  Storage
=====
South of 154th      8.12      0.00      0.00      0.00      8.12      0.00
  WLG-2nd Add     11.86      0.00      0.00      0.00     11.86      0.00
Alameda Northw    12.76      0.00      0.00      0.00     12.76      0.00
  WLG             31.43      0.00      0.00      0.00     31.43      0.00
  
```

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 1.28 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.55
8.00	4.22
9.00	8.25
10.00	12.28

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 1.5 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.69
8.00	5.13
9.00	11.01
10.00	16.92

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 2.7 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.00
8.00	2.71

9.00	9.38
10.00	17.28

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 1.51 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.27
8.00	9.00
9.00	24.74
10.00	41.27

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
South of 154th      6.36      25.40      3.00      0.20
  WLG-2nd Add      6.52      26.00      3.00      0.20
Alameda Northw     7.39      25.60      3.00      0.20
  WLG              7.09      25.40      3.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow   Outflow   Storage  Storage
=====
South of 154th      0.20      0.00      0.00      0.00      0.20      0.00
  WLG-2nd Add      0.36      0.00      0.00      0.00      0.36      0.00
Alameda Northw     1.06      0.00      0.00      0.00      1.06      0.00
  WLG              1.09      0.00      0.00      0.00      1.09      0.00
  
```

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 2.28 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.78
8.00	4.49
9.00	8.52
10.00	12.55

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 2.5 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.26
8.00	5.70
9.00	11.58
10.00	17.49

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 3.7 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
-----	-----
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.03
8.00	3.57

9.00	10.24
10.00	18.14

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 2.51 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
2.00	0.00
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.35
8.00	8.40
9.00	23.91
10.00	40.44

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc   Max (cfs)   Time (hr)   Min (cfs)   Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
      Basin      Max (ft)   Time (hr)   Min (ft)   Time (hr)
=====
South of 154th      6.73      25.60      3.00      0.20
  WLG-2nd Add      6.75      25.60      3.00      0.20
Alameda Northw      7.51      25.60      3.00      0.20
      WLG          7.30      25.60      2.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
      Basin      Total  Structure  Structure  Initial  Final  Residual
      Runoff    Inflow  Outflow    Storage  Storage
=====
South of 154th      0.57      0.00      0.00      0.00      0.57      0.00
  WLG-2nd Add      0.95      0.00      0.00      0.00      0.95      0.00
Alameda Northw      1.82      0.00      0.00      0.00      1.82      0.00
      WLG          2.77      0.00      0.00      0.00      2.77      0.00
  
```

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 5.82 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.78
8.00	4.49
9.00	8.52
10.00	12.55

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 6.12 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.26
8.00	5.70
9.00	11.58
10.00	17.49

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 7.75 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.03
8.00	3.57

9.00	10.24
10.00	18.14

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 6.13 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.35
8.00	8.40
9.00	23.91
10.00	40.44

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
South of 154th      7.38      73.40      3.00      0.20
  WLG-2nd Add      7.53      73.60      3.00      0.20
Alameda Northw     8.27      73.40      3.00      0.20
  WLG              8.11      73.60      3.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow   Outflow   Storage  Storage
=====
South of 154th      2.21      0.00      0.00      0.00      2.21      0.00
  WLG-2nd Add      3.63      0.00      0.00      0.00      3.63      0.00
Alameda Northw     5.38      0.00      0.00      0.00      5.38      0.00
  WLG             10.12      0.00      0.00      0.00     10.12      0.00
  
```


Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: South of 154th

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 9.22 inches

Area: 6.09 acres

Ground Storage: 1.49 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.78
8.00	4.49
9.00	8.52
10.00	12.55

Basin 2: WLG-2nd Add

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 9.51 inches

Area: 10.04 acres

Ground Storage: 1.86 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	1.26
8.00	5.70
9.00	11.58
10.00	17.49

Basin 3: Alameda Northwest

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 11.14 inches

Area: 11.76 acres

Ground Storage: 2.37 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.03
8.00	3.57

9.00	10.24
10.00	18.14

Basin 4: WLG

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 9.52 inches
 Area: 26.99 acres
 Ground Storage: 1.67 inches
 Time of Concentration: 0.17 hours
 Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.35
8.00	8.40
9.00	23.91
10.00	40.44

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```

=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
  
```

BASIN MAXIMUM AND MINIMUM STAGES

```

=====
Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
South of 154th      7.83      73.80      3.00      0.20
  WLG-2nd Add      8.11      73.60      3.00      0.20
Alameda Northw     8.75      73.40      3.00      0.20
  WLG              8.59      73.40      3.00      0.20
  
```

BASIN WATER BUDGETS (all units in acre-ft)

```

=====
Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow  Outflow  Storage  Storage
=====
South of 154th      3.88      0.00      0.00      0.00      3.88      0.00
  WLG-2nd Add      6.35      0.00      0.00      0.00      6.35      0.00
Alameda Northw     8.55      0.00      0.00      0.00      8.55      0.00
  WLG             17.48      0.00      0.00      0.00     17.48      0.00
  
```

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-Commerce Way

Miami Lakes, Florida

1/29/2019

Site Development Data-Existing

Sub-Basin Area	Sub-Basin Area Type	Water Table Elev. (feet)	Pavement Low Centerline (feet)	Pavement High Centerline (feet)	Right-of-Way Area							Lake		Contributing Areas							Total Sub-Basin Area (acres)
					Paved Area (acres)	Paved Low Edge Elev. (feet)	Paved High Edge Elev. (feet)	Green Area (acres)	Green Low Elev. (feet)	Green High Elev. (feet)	Total ROW Area (acres)	Lake Area (acres)	Lake Area Elev. (feet)	Pool Area (acres)	Building Area (acres)	Assumed Building Elevation (feet)	Paved Area (acres)2	Green Area (acres)2	Total Contributing Area (acres)		
Commerce Way	Commercial	3.20	6.80	7.70	4.66	6.55	7.80	2.06	6.65	7.80	6.72	-	-	-	-	8.30	-	-	-	6.72	
TOTAL:					4.66			2.06			6.72	-	-	-	-		-	-	-	6.72	

Site Development Data-Proposed

					Right-of-Way Area							Lake		Contributing Areas							
Sub-Basin Area	Sub-Basin Area Type	Water Table Elev. (feet)	Pavement Low Centerline (feet)	Pavement High Centerline (feet)	Paved Area (acres)	Paved Low Edge Elev. (feet)	Paved High Edge Elev. (feet)	Green Area (acres)	Green Low Elev. (feet)	Green High Elev. (feet)	Total ROW Area (acres)	Lake Area (acres)	Lake Area Elev. (feet)	Pool Area (acres)	Building Area (acres)	Assumed Building Elevation (feet)	Paved Area (acres)2	Green Area (acres)2	Total Contributing Area (acres)	Total Sub-Basin Area (acres)	
Commerce Way	Commercial	3.20	6.80	7.70	5.13	6.55	7.80	1.59	6.65	7.80	6.72	-	-	-	-	8.30	-	-	-	6.72	
TOTAL:					5.13			1.59			6.72	-	-	-	-		-	-	-	6.72	

DRAINAGE CALCULATIONS**Miami Lakes Storm Water Master Plan-Update #3****Sub-Basin-West Lakes**

Miami Lakes, Florida

1/29/2019

Soil Storage and Water Quality Data

Sub-Basin Area	Avg. Elev. (feet)	Avg. Water Table Elev. (feet)	Avg. Depth to Water Table (feet)	Soil Storage Capability * (in.)	Basin Soil Storage Available* * (in.)	(1) Water Quality- First 1" of Runoff (acre-ft)	(2) Water Quality- 2.5" x's % Impervious (acre-ft)	Required Water Quality Volume*** (acre-ft)	Required 1/2" Pre- treatment Volume (acre-ft)
South of 154th	7.41	3.20	4.21	8.18	1.49	0.51	0.93	0.93	0.25
West Lakes Gardens-2nd Add.	7.45	3.20	4.25	8.18	1.86	0.84	1.30	1.30	0.42
Alameda Northwest	8.23	3.20	5.03	8.18	2.37	0.98	1.41	1.41	0.49
West Lakes Gardens	8.03	3.20	4.83	8.18	1.67	2.25	3.78	3.78	1.12
TOTAL:							7.41	7.41	2.29

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-West Lakes

Miami Lakes, Florida

1/29/2019

Water Quality Provided

Sub-Basin Area	Exfiltration Trench							Swale								TOTAL	
				Existing		Proposed		Existing				Proposed					
	Width (feet)	Depth (feet)	Hydraulic Conductivity (cfs/ft ² *ft head)	Existing Length (feet)	Existing Volume Provided (acre-feet)	Proposed Length (feet)	Proposed Volume Provided (acre-feet)	Existing Swale Width (feet)	Existing Swale Depth (feet)	Existing Swale Length (feet)	Existing Swale Volume (acre-feet)	Proposed Swale Width (feet)	Proposed Swale Depth (feet)	Proposed Swale Length (feet)	Proposed Swale Volume (acre-feet)	Total Existing Volume (acre-feet)	Total Proposed Volume (acre-feet)
South of 154th	4.00	13.50	3.45E-04	-	-	1,700	4.29	-	-	-	-	6.00	0.50	-	-	-	4.29
West Lakes Gardens-2nd Add.	4.00	13.50	3.45E-04	475	1.21	2,200	6.82	-	-	-	-	6.00	0.50	-	-	1.21	6.82
Alameda Northwest	4.00	13.50	3.45E-04	675	2.08	1,400	6.39	-	-	-	-	6.00	0.50	-	-	2.08	6.39
West Lakes Gardens	4.00	13.50	3.45E-04	1,412	4.16	4,800	18.31	-	-	-	-	6.00	0.50	-	-	4.16	18.31
TOTAL:				2,562	7.45	10,100	35.82				-				-		

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-West Lakes

Miami Lakes, Florida

1/29/2019

Existing Stage-Storage Input Data

	Right-of-Way		Contributing		Total					
	Impervious Area (acres)	Pervious Area (acres)	Impervious Area (acres) ²	Pervious Area (acres) ²	Total Impervious Area (acres)	Impervious Low Elevation (feet)	Impervious High Elevation (feet)	Total Pervious Area (acres)	Pervious Low Elevation (feet)	Pervious High Elevation (feet)
Sub-Basin Area										
South of 154th	1.90	0.38	1.02	0.73	2.92	6.48	7.40	1.11	6.58	7.40
West Lakes Gardens-2nd Add.	2.28	0.25	1.34	2.03	3.62	6.52	8.17	2.29	6.62	7.00
Alameda Northwest	2.69	0.84	1.80	2.57	4.49	7.30	8.95	3.41	7.40	7.40
West Lakes Gardens	6.73	1.22	4.29	4.29	11.02	7.10	8.51	5.51	7.20	7.40

Proposed Stage-Storage Input Data

	Right-of-Way		Contributing		Total					
	Impervious Area (acres)	Pervious Area (acres)	Impervious Area (acres) ²	Pervious Area (acres) ²	Total Impervious Area (acres)	Impervious Low Elevation (feet)	Impervious High Elevation (feet)	Total Pervious Area (acres)	Pervious Low Elevation (feet)	Pervious High Elevation (feet)
Sub-Basin Area										
South of 154th	1.90	0.38	1.02	0.73	2.92	6.48	7.40	1.11	6.08	7.40
West Lakes Gardens-2nd Add.	2.28	0.25	1.34	2.03	3.62	6.52	8.17	2.29	6.12	7.00
Alameda Northwest	2.69	0.84	1.80	2.57	4.49	7.30	8.95	3.41	6.90	7.40
West Lakes Gardens	6.73	1.22	4.29	4.29	11.02	7.10	8.51	5.51	6.70	7.40

Sub-Basin South of 154th
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.73 NGVD
Lowest Inlet Elevation (ft): 6.48 NGVD
Top of Trench Elev. (ft): 5.23 NGVD
Top of Pipe Elev. (ft): 4.23 NGVD
Pipe Invert Elev. (ft): 2.73 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.27 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.28
W(ft)=	4.00
D _u (ft)=	2.03
D _s (ft)=	11.47
L (ft)=	0
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 0.00 acre-in = 0.00 acre-ft

Equivalent Rainfall Calculations

$\frac{0.00 \text{ acre-in}}{6.09 \text{ acres}} = 0.00 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50"
72hr storm-stored = 10.19"
72 hour storm= 7.50" X 1.359 = 10.19"
10.19" / 1.359 = **7.50" (24 hr storm)**

10 year 24 hr storm event = 8.50"
72hr storm-stored = 11.55"
72 hour storm= 8.50" X 1.359 = 11.55"
11.55" / 1.359 = **8.50" (24 hr storm)**

25 year 24 hr storm event = 10.50"
72hr storm-stored = 14.27"
72 hour storm= 10.50" X 1.359 = 14.27"
14.27" / 1.359 = **10.50" (24 hr storm)**

100 year 24 hr storm event = 13.00"
72hr storm-stored = 17.67"
72 hour storm= 13.00" X 1.359 = 17.67"
17.67" / 1.359 = **13.00" (24 hr storm)**

Sub-Basin West Lakes Gardens-2nd Add.

Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)

H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)

W=Width of Trench (ft)

D_u=Non-Saturated Trench Depth (ft)

D_s=Saturated Trench Depth (ft)

L=Length of Trench (ft)

TD=Trench Depth (ft)

V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.77 NGVD
Lowest Inlet Elevation (ft): 6.52 NGVD
Top of Trench Elev. (ft): 5.27 NGVD
Top of Pipe Elev. (ft): 4.27 NGVD
Pipe Invert Elev. (ft): 2.77 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.23 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.32
W(ft)=	4.00
D _u (ft)=	2.07
D _s (ft)=	11.43
L (ft)=	475
TD(ft)=	13.50

Equation used for this calculation:
 $V=(L)*(K*(2*H_2*D_u - D_u^2 + 2*H_2*D_s) + (1.39*10^{-4})*W*D_u)$
V= 14.53 acre-in = 1.21 acre-ft

Equivalent Rainfall Calculations

$$\frac{14.53 \text{ acre-in}}{10.04 \text{ acres}} = 1.45 \text{ inches equivalent storage}$$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 8.74" 8.74" / 1.359 = **6.43" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 10.10" 10.10" / 1.359 = **7.43" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **12.82" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **16.22" (72 hr storm)**

Sub-Basin Alameda Northwest
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.55 NGVD
Lowest Inlet Elevation (ft): 7.30 NGVD
Top of Trench Elev. (ft): 6.05 NGVD
Top of Pipe Elev. (ft): 5.05 NGVD
Pipe Invert Elev. (ft): 3.55 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -7.45 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	4.10
W(ft)=	4.00
D _u (ft)=	2.85
D _s (ft)=	10.65
L (ft)=	675
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 24.96 acre-in = 2.08 acre-ft

Equivalent Rainfall Calculations

$\frac{24.96 \text{ acre-in}}{11.76 \text{ acres}}$	=	2.12	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 8.07"		8.07" / 1.359 = 5.94" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 9.43"		9.43" / 1.359 = 6.94" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 12.15" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 15.55" (72 hr storm)			

Sub-Basin West Lakes Gardens
Existing Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H_2^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.35 NGVD
Lowest Inlet Elevation (ft): 7.10 NGVD
Top of Trench Elev. (ft): 5.85 NGVD
Top of Pipe Elev. (ft): 4.85 NGVD
Pipe Invert Elev. (ft): 3.35 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -7.65 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.90
W(ft)=	4.00
D _u (ft)=	2.65
D _s (ft)=	10.85
L (ft)=	1412
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 49.96 acre-in = 4.16 acre-ft

Equivalent Rainfall Calculations

$\frac{49.96 \text{ acre-in}}{26.99 \text{ acres}} = 1.85 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 8.34" 8.34" / 1.359 = **6.14" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 9.70" 9.70" / 1.359 = **7.14" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **12.42" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **15.82" (72 hr storm)**

Sub-Basin South of 154th
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

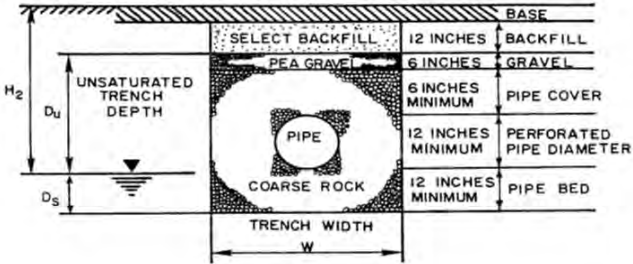
Manhole Rim Elevation (ft): 6.73 NGVD
Lowest Inlet Elevation (ft): 6.48 NGVD
Top of Trench Elev. (ft): 5.23 NGVD
Top of Pipe Elev. (ft): 4.23 NGVD
Pipe Invert Elev. (ft): 2.73 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.27 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.28
W(ft)=	4.00
D _u (ft)=	2.03
D _s (ft)=	11.47
L (ft)=	1700
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 51.44 acre-in = 4.29 acre-ft



Equivalent Rainfall Calculations

$\frac{51.44 \text{ acre-in}}{6.09 \text{ acres}} = 8.45 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 1.74" 1.74" / 1.359 = **1.28" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 3.10" 3.10" / 1.359 = **2.28" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **5.82" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **9.22" (72 hr storm)**

Sub-Basin West Lakes Gardens-2nd Add.
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 6.77 NGVD
Lowest Inlet Elevation (ft): 6.52 NGVD
Top of Trench Elev. (ft): 5.27 NGVD
Top of Pipe Elev. (ft): 4.27 NGVD
Pipe Invert Elev. (ft): 2.77 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -8.23 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	3.32
W(ft)=	4.00
D _u (ft)=	2.07
D _s (ft)=	11.43
L (ft)=	2675
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 81.85 acre-in = 6.82 acre-ft

Equivalent Rainfall Calculations

$\frac{81.85 \text{ acre-in}}{10.04 \text{ acres}} = 8.15 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 2.04" 2.04" / 1.359 = **1.50" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 3.40" 3.40" / 1.359 = **2.50" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **6.12" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **9.51" (72 hr storm)**

Sub-Basin Alameda Northwest
Proposed Exfiltration Trench Calculations

K=Hydraulic Conductivity (cfs/ft²*ft head)
H₂=Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
W=Width of Trench (ft)
D_u=Non-Saturated Trench Depth (ft)
D_s=Saturated Trench Depth (ft)
L=Length of Trench (ft)
TD=Trench Depth (ft)
V=Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
(If saturated depth of trench is greater than non-saturated depth of trench
or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.55 NGVD
Lowest Inlet Elevation (ft): 7.30 NGVD
Top of Trench Elev. (ft): 6.05 NGVD
Top of Pipe Elev. (ft): 5.05 NGVD
Pipe Invert Elev. (ft): 3.55 NGVD
Trench Depth (ft): 13.50
Bottom of Trench Elev. (ft): -7.45 NGVD
High Water Table Elev. (ft): 3.20 NGVD
Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H ₂ (ft)=	4.10
W(ft)=	4.00
D _u (ft)=	2.85
D _s (ft)=	10.65
L (ft)=	2075
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 76.72 acre-in = 6.39 acre-ft

Equivalent Rainfall Calculations

$\frac{76.72 \text{ acre-in}}{11.76 \text{ acres}} = 6.52 \text{ inches equivalent storage}$

5 year 24 hr storm event = 7.50" 72 hour storm= 7.50" X 1.359 = 10.19"
72hr storm-stored = 3.67" 3.67" / 1.359 = **2.70" (24 hr storm)**

10 year 24 hr storm event = 8.50" 72 hour storm= 8.50" X 1.359 = 11.55"
72hr storm-stored = 5.03" 5.03" / 1.359 = **3.70" (24 hr storm)**

25 year 24 hr storm event = 10.50" 72 hour storm= 10.50" X 1.359 = 14.27"
72hr storm-stored = **7.75" (72 hr storm)**

100 year 24 hr storm event = 13.00" 72 hour storm= 13.00" X 1.359 = 17.67"
72hr storm-stored = **11.14" (72 hr storm)**

Sub-Basin West Lakes Gardens

Proposed Exfiltration Trench Calculations

K =Hydraulic Conductivity (cfs/ft²*ft head)
 H_2 =Depth to Water Table (avg. grate el.-wet season avg. water level) (ft)
 W =Width of Trench (ft)
 D_u =Non-Saturated Trench Depth (ft)
 D_s =Saturated Trench Depth (ft)
 L =Length of Trench (ft)
 TD =Trench Depth (ft)
 V =Volume of Water Stored

The following equations are used to determine the storage of the exfiltration trench:

EQ. #1 $V = L[K(H_2W + 2H^2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$

EQ.#2 $V = L[K(2H_2D_u - D_u^2 + 2H_2D_s) + 1.39 \times 10^{-4}WD_u]$
 (If saturated depth of trench is greater than non-saturated depth of trench
 or if the trench width is greater than 2 times the total trench depth)

Manhole Rim Elevation (ft): 7.35 NGVD
 Lowest Inlet Elevation (ft): 7.10 NGVD
 Top of Trench Elev. (ft): 5.85 NGVD
 Top of Pipe Elev. (ft): 4.85 NGVD
 Pipe Invert Elev. (ft): 3.35 NGVD
 Trench Depth (ft): 13.50
 Bottom of Trench Elev. (ft): -7.65 NGVD
 High Water Table Elev. (ft): 3.20 NGVD
 Width of Trench (ft): 4.00

INPUT	
K=	3.45E-04
H_2 (ft)=	3.90
W(ft)=	4.00
D_u (ft)=	2.65
D_s (ft)=	10.85
L(ft)=	6212
TD(ft)=	13.50

Equation used for this calculation:

$$V=(L)*(K*(2*H_2*D_u-D_u^2+2*H_2*D_s)+(1.39*10^{-4})*W*D_u)$$

V= 219.78 acre-in = 18.31 acre-ft

Equivalent Rainfall Calculations

$\frac{219.78 \text{ acre-in}}{26.99 \text{ acres}}$	=	8.14	inches equivalent storage
5 year 24 hr storm event = 7.50"		72 hour storm= 7.50" X 1.359 = 10.19"	
72hr storm-stored = 2.05"		2.05" / 1.359 = 1.51" (24 hr storm)	
10 year 24 hr storm event = 8.50"		72 hour storm= 8.50" X 1.359 = 11.55"	
72hr storm-stored = 3.41"		3.41" / 1.359 = 2.51" (24 hr storm)	
25 year 24 hr storm event = 10.50"		72 hour storm= 10.50" X 1.359 = 14.27"	
72hr storm-stored = 6.13" (72 hr storm)			
100 year 24 hr storm event = 13.00"		72 hour storm= 13.00" X 1.359 = 17.67"	
72hr storm-stored = 9.52" (72 hr storm)			

DRAINAGE CALCULATIONS

Miami Lakes Storm Water Master Plan-Update #3

Sub-Basin-West Lakes

Miami Lakes, Florida

1/29/2019

Maximum Stage Results

		PERFORMANCE GOALS				EXISTING CONDITIONS				PROPOSED CONDITIONS			
Sub-Basin Area	Proposed Exfil. Trench (linear feet)	Paved Low Edge Elev. (feet)	Pavement Low Centerline /Crown (feet)	12" + Paved Low Edge Elev. (feet)2	Building Finished Floor Elevation s (feet)	5-year, 24- hour Storm Stage (feet)	10-year, 24-hour Storm Stage (feet)	25-year, 72-hour Storm Stage (feet)	100-year, 72-hour Storm Stage (feet)	5-year, 24- hour Storm Stage (feet)	10-year, 24-hour Storm Stage (feet)	25-year, 72-hour Storm Stage (feet)	100-year, 72-hour Storm Stage (feet)
South of 154th	1,700	6.48	6.73	7.73	8.23	7.68	7.81	8.54	8.97	6.36	6.73	7.38	7.83
West Lakes Gardens-2nd Add.	2,200	6.52	6.77	7.77	8.27	7.72	7.90	8.67	9.14	6.52	6.75	7.53	8.11
Alameda Northwest	1,400	7.30	7.55	8.55	9.05	8.15	8.29	9.02	9.43	7.39	7.51	8.27	8.75
West Lakes Gardens	4,800	7.10	7.35	8.35	8.85	8.07	8.21	8.95	9.40	7.09	7.30	8.11	8.59

Notes:

1. Flooding during a five-year, 24-hour storm event is to be below the roadway travel lanes, e.g. the lowest paved elevation of the roadway.
2. Flooding during a 10-year, 24-hour storm event is to be below the crown of roadway.
3. Flooding during a 25-year, 72-hour storm event is to be below 12 inches above the crown of roadway.
4. Flooding during the 100-year, 72-hour storm event is to be below building finished floor elevations.

DRAINAGE CALCULATIONS**Miami Lakes Storm Water Master Plan-Update #3****Sub-Basin-West Lakes**

Miami Lakes, Florida

1/29/2019

Design Summary

	South of 154th	West Lakes Gardens- 2nd Add.	Alameda Northwest	West Lakes Gardens
Total Area (acres)	6.1	10.0	11.8	27.0
Water Quality				
Control/Water Table Elevation (ft)	3.20	3.20	3.20	3.20
Water Quality Volume Required (ac-ft)	0.93	1.30	1.41	3.78
5 Year 1 Day Storm				
Rainfall (in)	7.50	7.50	7.50	7.50
Equivalent Rainfall (in)	1.28	1.50	2.70	1.51
Peak Stage (ft)	6.36	6.52	7.39	7.09
Min. Low Edge of Pavement Elev. (ft)	6.48	6.52	7.30	7.10
10 Year 1 Day Storm				
Rainfall (in)	8.50	8.50	8.50	8.50
Equivalent Rainfall (in)	2.28	2.50	3.70	2.51
Peak Stage (ft)	6.73	6.75	7.51	7.30
Min. Crown of Road Elev. (ft)	6.73	6.77	7.55	7.35
25 Year 3 Day Storm				
Rainfall (in)	14.27	14.27	14.27	14.27
Equivalent Rainfall (in)	5.82	6.12	7.75	6.13
Peak Stage (ft)	7.38	7.53	8.27	8.11
Min. Crown of Road + 12" Elev. (ft)	7.73	7.77	8.55	8.35
100 Year 3 Day Storm				
Rainfall (in)	17.67	17.67	17.67	17.67
Equivalent Rainfall (in)	9.22	9.51	11.14	9.52
Peak Stage (ft)	7.83	8.11	8.75	8.59
Estimated Min. Finished Floor Elevation (ft)	8.23	8.27	9.05	8.85

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 15.27 inches

Area: 6.71997 acres

Ground Storage: 1.94 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
6.55	0.00
7.00	0.50
8.00	5.46
9.00	12.18
10.00	18.90
11.00	25.62

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
=====	=====	=====	=====	=====

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
=====	=====	=====	=====	=====
Commerce Way	8.28	73.40	3.20	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
=====	=====	=====	=====	=====	=====	=====
Commerce Way	7.37	0.00	0.00	0.00	7.37	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 6.65 inches

Area: 6.72 acres

Ground Storage: 2.51 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.49
8.00	5.44
9.00	12.16
10.00	18.88

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
=====	=====	=====	=====	=====

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
=====	=====	=====	=====	=====
Commerce Way	7.40	25.60	3.00	0.20

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
=====	=====	=====	=====	=====	=====	=====
Commerce Way	2.44	0.00	0.00	0.00	2.44	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 7.65 inches

Area: 6.72 acres

Ground Storage: 2.51 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.49
8.00	5.44
9.00	12.16
10.00	18.88

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
=====	=====	=====	=====	=====

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
=====	=====	=====	=====	=====
Commerce Way	7.50	25.60	3.00	0.20

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
=====	=====	=====	=====	=====	=====	=====
Commerce Way	2.96	0.00	0.00	0.00	2.96	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 13.11 inches

Area: 6.72 acres

Ground Storage: 2.51 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.49
8.00	5.44
9.00	12.16
10.00	18.88

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
=====	=====	=====	=====	=====

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
=====	=====	=====	=====	=====
Commerce Way	8.07	73.40	3.00	0.20

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
=====	=====	=====	=====	=====	=====	=====
Commerce Way	5.89	0.00	0.00	0.00	5.89	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 16.51 inches

Area: 6.72 acres

Ground Storage: 2.51 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
3.00	0.00
4.00	0.00
5.00	0.00
6.00	0.00
7.00	0.49
8.00	5.44
9.00	12.16
10.00	18.88

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
=====	=====	=====	=====	=====

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
=====	=====	=====	=====	=====
Commerce Way	8.34	73.80	3.00	0.20

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
=====	=====	=====	=====	=====	=====	=====
Commerce Way	7.75	0.00	0.00	0.00	7.75	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Generalized Unit Hydrograph

Rainfall Distribution: SFWMD - 5day

Design Frequency: 5 year

1 Day Rainfall: 5.74 inches

Area: 6.71997 acres

Ground Storage: 1.94 inches

Time of Concentration: 0.17 hours

Peak Rate Factor: 0

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
6.55	0.00
7.00	0.50
8.00	5.46
9.00	12.18
10.00	18.90
11.00	25.62

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

Structure: 1

From Basin: Commerce Way

To Basin: Offsitel

Structure Type: Gravity

Weir: None

Bleeder: None

Pipe: Diameter = 3 ft, Manning's n = 0.012, Length = 600 ft

US Invert Elev = 2.3 ft NGVD, DS Invert Elev = 1.3 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	3.20	3.20
1.00	0.03	0.00	47.01	3.89	6.55	3.20
2.00	0.07	0.00	47.01	7.77	6.55	3.20
3.00	0.10	0.00	47.01	11.66	6.55	3.20
4.00	0.14	0.00	47.01	15.54	6.55	3.20
5.00	0.17	0.00	47.01	19.43	6.55	3.20
6.00	0.21	0.00	47.01	23.32	6.55	3.20
7.00	0.24	0.00	47.01	27.20	6.55	3.20
8.00	0.28	0.00	47.01	31.09	6.55	3.20
9.00	0.31	0.00	47.01	34.97	6.55	3.20
10.00	0.35	0.00	47.01	38.86	6.55	3.20
11.00	0.38	0.00	47.01	42.74	6.55	3.20
12.00	0.42	0.01	47.01	46.63	6.55	3.20
13.00	0.45	0.01	47.01	50.52	6.55	3.20
14.00	0.49	0.02	47.01	54.40	6.55	3.20
15.00	0.52	0.03	47.01	58.29	6.55	3.20
16.00	0.56	0.04	47.01	62.17	6.55	3.20
17.00	0.59	0.04	47.01	66.06	6.55	3.20
18.00	0.63	0.05	47.01	69.95	6.55	3.20
19.00	0.66	0.05	47.01	73.83	6.55	3.20
20.00	0.70	0.06	47.01	77.72	6.55	3.20
21.00	0.73	0.07	47.01	81.60	6.55	3.20

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
22.00	0.77	0.07	47.01	85.49	6.55	3.20
23.00	0.80	0.08	47.01	89.37	6.55	3.20
24.00	0.84	0.08	47.01	93.26	6.55	3.20
25.00	0.89	0.13	47.01	97.15	6.55	3.20
26.00	0.94	0.13	47.01	101.03	6.55	3.20
27.00	0.99	0.14	47.01	104.92	6.55	3.20
28.00	1.04	0.15	47.01	108.80	6.55	3.20
29.00	1.09	0.16	47.01	112.69	6.55	3.20
30.00	1.14	0.17	47.01	116.58	6.55	3.20
31.00	1.19	0.17	47.01	120.46	6.55	3.20
32.00	1.25	0.18	47.01	124.35	6.55	3.20
33.00	1.30	0.18	47.01	128.23	6.55	3.20
34.00	1.35	0.19	47.01	132.12	6.55	3.20
35.00	1.40	0.19	47.01	136.01	6.55	3.20
36.00	1.45	0.20	47.01	139.89	6.55	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	47.01	0.20	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Commerce Way	6.55	0.20	3.20	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Commerce Way	0.21	0.00	139.48	0.00	-139.28	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;1200 hr Duration: 36 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 6.74 inches

Area: 6.71997 acres

Ground Storage: 1.94 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
6.55	0.00
7.00	0.50
8.00	5.46
9.00	12.18
10.00	18.90
11.00	25.62

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

Structure: 1

From Basin: Commerce Way

To Basin: Offsitel

Structure Type: Gravity

Weir: None

Bleeder: None

Pipe: Diameter = 3 ft, Manning's n = 0.012, Length = 600 ft

US Invert Elev = 2.3 ft NGVD, DS Invert Elev = 1.3 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	3.20	3.20
1.00	0.07	0.00	47.01	3.89	6.55	3.20
2.00	0.13	0.00	47.01	7.77	6.55	3.20
3.00	0.22	0.00	47.01	11.66	6.55	3.20
4.00	0.30	0.00	47.01	15.54	6.55	3.20
5.00	0.42	0.01	47.01	19.43	6.55	3.20
6.00	0.56	0.13	47.01	23.32	6.55	3.20
7.00	0.73	0.30	47.01	27.20	6.55	3.20
8.00	0.92	0.50	47.01	31.09	6.55	3.20
9.00	1.15	0.76	47.01	34.97	6.55	3.20
10.00	1.44	1.12	47.01	38.86	6.55	3.20
11.00	1.81	1.87	47.01	42.74	6.55	3.20
12.00	4.42	24.94	47.01	46.63	6.55	3.20
13.00	5.17	3.40	47.01	50.52	6.55	3.20
14.00	5.51	1.97	47.01	54.40	6.55	3.20
15.00	5.73	1.28	47.01	58.29	6.55	3.20
16.00	5.93	1.28	47.01	62.17	6.55	3.20
17.00	6.05	0.77	47.01	66.06	6.55	3.20
18.00	6.17	0.77	47.01	69.95	6.55	3.20
19.00	6.30	0.77	47.01	73.83	6.55	3.20
20.00	6.42	0.77	47.01	77.72	6.55	3.20
21.00	6.50	0.52	47.01	81.60	6.55	3.20
22.00	6.58	0.52	47.01	85.49	6.55	3.20

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
23.00	6.66	0.52	47.01	89.37	6.55	3.20
24.00	6.74	0.52	47.01	93.26	6.55	3.20
25.00	6.74	0.00	47.01	97.15	6.55	3.20
26.00	6.74	0.00	47.01	101.03	6.55	3.20
27.00	6.74	0.00	47.01	104.92	6.55	3.20
28.00	6.74	0.00	47.01	108.80	6.55	3.20
29.00	6.74	0.00	47.01	112.69	6.55	3.20
30.00	6.74	0.00	47.01	116.58	6.55	3.20
31.00	6.74	0.00	47.01	120.46	6.55	3.20
32.00	6.74	0.00	47.01	124.35	6.55	3.20
33.00	6.74	0.00	47.01	128.23	6.55	3.20
34.00	6.74	0.00	47.01	132.12	6.55	3.20
35.00	6.74	0.00	47.01	136.01	6.55	3.20
36.00	6.74	0.00	47.01	139.89	6.55	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	47.01	0.20	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Commerce Way	6.55	0.20	3.20	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Commerce Way	2.72	0.00	139.48	0.00	-136.76	0.00

Project Name: Town of Miami Lakes-Stormwater Master Plan Update #3

Reviewer: Tiffany Stanton

Project Number: 044533204

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;1200 hr Duration: 84 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Commerce Way

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 11.87 inches

Area: 6.71997 acres

Ground Storage: 1.94 inches

Time of Concentration: 0.17 hours

Initial Stage: 3.2 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
6.55	0.00
7.00	0.50
8.00	5.46
9.00	12.18
10.00	18.90
11.00	25.62

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	3.20
100.00	3.20

Structure: 1

From Basin: Commerce Way

To Basin: Offsitel

Structure Type: Gravity

Weir: None

Bleeder: None

Pipe: Diameter = 3 ft, Manning's n = 0.012, Length = 600 ft

US Invert Elev = 2.3 ft NGVD, DS Invert Elev = 1.3 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	3.20	3.20
1.00	0.05	0.00	47.01	3.89	6.55	3.20
2.00	0.11	0.00	47.01	7.77	6.55	3.20
3.00	0.16	0.00	47.01	11.66	6.55	3.20
4.00	0.21	0.00	47.01	15.54	6.55	3.20
5.00	0.27	0.00	47.01	19.43	6.55	3.20
6.00	0.32	0.00	47.01	23.32	6.55	3.20
7.00	0.37	0.00	47.01	27.20	6.55	3.20
8.00	0.43	0.01	47.01	31.09	6.55	3.20
9.00	0.48	0.03	47.01	34.97	6.55	3.20
10.00	0.53	0.04	47.01	38.86	6.55	3.20
11.00	0.58	0.06	47.01	42.74	6.55	3.20
12.00	0.64	0.07	47.01	46.63	6.55	3.20
13.00	0.69	0.09	47.01	50.52	6.55	3.20
14.00	0.74	0.10	47.01	54.40	6.55	3.20
15.00	0.80	0.11	47.01	58.29	6.55	3.20
16.00	0.85	0.12	47.01	62.17	6.55	3.20
17.00	0.90	0.13	47.01	66.06	6.55	3.20
18.00	0.96	0.14	47.01	69.95	6.55	3.20
19.00	1.01	0.15	47.01	73.83	6.55	3.20
20.00	1.06	0.16	47.01	77.72	6.55	3.20
21.00	1.12	0.17	47.01	81.60	6.55	3.20
22.00	1.17	0.18	47.01	85.49	6.55	3.20

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
23.00	1.22	0.18	47.01	89.37	6.55	3.20
24.00	1.28	0.19	47.01	93.26	6.55	3.20
25.00	1.35	0.29	47.01	97.15	6.55	3.20
26.00	1.43	0.30	47.01	101.03	6.55	3.20
27.00	1.51	0.31	47.01	104.92	6.55	3.20
28.00	1.59	0.32	47.01	108.80	6.55	3.20
29.00	1.66	0.33	47.01	112.69	6.55	3.20
30.00	1.74	0.34	47.01	116.58	6.55	3.20
31.00	1.82	0.35	47.01	120.46	6.55	3.20
32.00	1.90	0.36	47.01	124.35	6.55	3.20
33.00	1.97	0.36	47.01	128.23	6.55	3.20
34.00	2.05	0.37	47.01	132.12	6.55	3.20
35.00	2.13	0.38	47.01	136.01	6.55	3.20
36.00	2.21	0.38	47.01	139.89	6.55	3.20
37.00	2.28	0.39	47.01	143.78	6.55	3.20
38.00	2.36	0.40	47.01	147.66	6.55	3.20
39.00	2.44	0.40	47.01	151.55	6.55	3.20
40.00	2.52	0.40	47.01	155.43	6.55	3.20
41.00	2.59	0.41	47.01	159.32	6.55	3.20
42.00	2.67	0.41	47.01	163.21	6.55	3.20
43.00	2.75	0.42	47.01	167.09	6.55	3.20
44.00	2.83	0.42	47.01	170.98	6.55	3.20
45.00	2.90	0.42	47.01	174.86	6.55	3.20
46.00	2.98	0.43	47.01	178.75	6.55	3.20
47.00	3.06	0.43	47.01	182.64	6.55	3.20
48.00	3.14	0.43	47.01	186.52	6.55	3.20
49.00	3.22	0.49	47.01	190.41	6.55	3.20
50.00	3.31	0.50	47.01	194.29	6.55	3.20
51.00	3.42	0.60	47.01	198.18	6.55	3.20
52.00	3.53	0.70	47.01	202.07	6.55	3.20
53.00	3.68	0.91	47.01	205.95	6.55	3.20
54.00	3.86	1.13	47.01	209.84	6.55	3.20
55.00	4.08	1.35	47.01	213.72	6.55	3.20
56.00	4.33	1.57	47.01	217.61	6.55	3.20
57.00	4.63	1.90	47.01	221.49	6.55	3.20
58.00	5.00	2.36	47.01	225.38	6.55	3.20
59.00	5.49	3.44	47.01	229.27	6.55	3.20
60.00	8.87	36.14	47.01	233.15	6.55	3.20
61.00	9.83	4.69	47.01	237.04	6.55	3.20
62.00	10.28	2.69	47.01	240.92	6.55	3.20
63.00	10.56	1.75	47.01	244.81	6.55	3.20
64.00	10.82	1.73	47.01	248.70	6.55	3.20
65.00	10.98	1.04	47.01	252.58	6.55	3.20
66.00	11.14	1.04	47.01	256.47	6.55	3.20
67.00	11.29	1.04	47.01	260.35	6.55	3.20
68.00	11.45	1.04	47.01	264.24	6.55	3.20
69.00	11.56	0.70	47.01	268.13	6.55	3.20
70.00	11.66	0.69	47.01	272.01	6.55	3.20
71.00	11.77	0.69	47.01	275.90	6.55	3.20
72.00	11.87	0.70	47.01	279.78	6.55	3.20
73.00	11.87	0.00	47.01	283.67	6.55	3.20
74.00	11.87	0.00	47.01	287.55	6.55	3.20
75.00	11.87	0.00	47.01	291.44	6.55	3.20
76.00	11.87	0.00	47.01	295.33	6.55	3.20
77.00	11.87	0.00	47.01	299.21	6.55	3.20
78.00	11.87	0.00	47.01	303.10	6.55	3.20
79.00	11.87	0.00	47.01	306.98	6.55	3.20
80.00	11.87	0.00	47.01	310.87	6.55	3.20
81.00	11.87	0.00	47.01	314.75	6.55	3.20
82.00	11.87	0.00	47.01	318.64	6.55	3.20
83.00	11.87	0.00	47.01	322.53	6.55	3.20
84.00	11.87	0.00	47.01	326.41	6.55	3.20

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	47.01	0.20	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
      Basin      Max (ft)      Time (hr)      Min (ft)      Time (hr)
=====
Commerce Way      6.55          0.20          3.20          0.00
=====
```

BASIN WATER BUDGETS (all units in acre-ft)

```
=====
      Basin      Total  Structure  Structure  Initial  Final
      Runoff    Inflow   Outflow   Storage  Storage  Residual
=====
Commerce Way      5.50      0.00    325.98     0.00   -320.48     0.00
=====
```

Appendix C – Pollutant Loading Calculations for Priority Sub-Basins

DRAINAGE CALCULATIONS

Miami Lakes Stormwater Master Plan-Update #3

Miami Lakes, Florida

1/29/2019

Pollutant Loading Estimates Future/ Existing vs. Proposed

Drainage Sub-Basin	Land Use	Area (acres)	Future/ Existing P (kg/yr)	Future/ Existing N (kg/yr)	Future/ Existing TSS (kg/yr)	Proposed P Reduction (kg/yr)	Proposed N Reduction (kg/yr)	Proposed TSS Reduction (kg/yr)	Proposed P (kg/yr)	Proposed N (kg/yr)	Proposed TSS (kg/yr)	Contributing Water Body
Royal Oaks-8th Add.	Residential	37.04	22.00	173.35	2,077.94	20.38	155.15	1,881.58	1.62	18.20	196.37	Biscayne Aquifer
Royal Oaks-1st Addition	Residential	19.18	11.39	89.76	1,076.00	10.56	80.34	974.32	0.84	9.43	101.68	Biscayne Aquifer
Royal Lakes-First Add.	Residential	18.89	11.22	88.41	1,059.73	10.40	79.12	959.58	0.82	9.28	100.14	Biscayne Aquifer
Royal Oaks-Sixth Add.	Residential	20.15	11.97	94.30	1,130.42	11.09	84.40	1,023.59	0.88	9.90	106.82	Biscayne Aquifer
NW 83rd Place	Residential	4.24	2.52	19.84	237.86	2.33	17.76	215.39	0.19	2.08	22.48	Biscayne Aquifer
South of 154th	Residential	6.09	3.62	28.50	341.65	3.35	25.51	309.36	0.27	2.99	32.29	Biscayne Aquifer
West Lakes Gardens-2nd Add	Residential	10.04	5.96	46.99	563.24	5.53	42.05	510.02	0.44	4.93	53.23	Biscayne Aquifer
Alameda Northwest	Residential	11.76	6.99	55.04	659.74	6.47	49.26	597.39	0.51	5.78	62.35	Biscayne Aquifer
West Lakes Gardens	Residential	26.99	16.03	126.31	1,514.14	14.85	113.05	1,371.05	1.18	13.26	143.09	Biscayne Aquifer
Commerce Way	Commercial	6.63	3.94	31.03	371.94	3.65	27.77	336.79	0.29	3.26	35.15	Biscayne Aquifer

Reduction Factors Calculation

Inlet Trap + Baffle Box + Exfiltration Trench (to treat 0.5" runoff)

Phosphorus: $100 \times (0.853) + (100 - 100 \times (0.853)) \times 0.50 = 92.65\%$

Nitrogen: $100 \times (0.79) + (100 - 100 \times (0.79)) \times 0.50 = 89.50\%$

TSS: $100 \times (0.811) + (100 - 100 \times (0.811)) \times 0.50 = 90.55\%$



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Authorization to Execute a Contract for ITB No. 2019-28 Ground Maintenance Services for FDOT Rights-of-Way Sites
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a contract to Superior Landscaping and Lawn Service, Inc. ("Superior"), the lowest responsive and responsible bidder to perform for ITB 2019-28, Ground Maintenance Services for Florida Department of Transportation ("FDOT") Rights-of-Way Sites in an amount not to exceed \$158,919.60 for these services. Additional services pricing provided by Superior may also be accessed on an as-needed basis not to exceed budgeted funds. The contract will be for a three (3) year period with two (2) one-year options to renew. This fiscal year, \$46,846 has been budgeted for these services in the General Fund. The Town receives an annual reimbursement of \$5,784 from FDOT for these services.

Background:

The Town issued Invitation to Bid ("ITB") 2019-28 for Ground Maintenance Services for FDOT Right-of-Way Sites on May 10, 2019. The ITB was posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Bidders were required to:

1. Possess a minimum of five (5) years of experience performing grounds maintenance services;
2. Must have completed at least five (5) grounds maintenance projects of similar scope and value performed within the last (3) years;
3. Must own or possess under a rental or lease contract specific equipment for use in the performance of the Work; and
4. Possess a valid Landscaper Permit issued by Miami-Dade County.

On the date of the bid opening, May 31, 2019, we received three (3) bids from the following Bidders:

1. Superior Landscaping & Lawn Service, Inc. ("Superior") - \$158,919.60
2. VisualScape, Inc. ("VisualScape") - \$288,000
3. SFM Services, Inc. ("SFM") - \$498,840

Procurement performed a due diligence review of the bids for responsiveness and found that Superior met all the minimum requirements within the solicitation. Superior's submittal was complete and included all the necessary supporting documentation. Furthermore, the submittal met the minimum qualifications and

Procurement did not find any significant issues had come up in their past performance that would indicate Superior was incapable of performing the Work.

Superior, the incumbent vendor, has been in business for 21 years, owns the appropriate equipment to effectively perform the Work, and have completed five (5) grounds maintenance contracts of a similar size, scope and complexity within the last three (3) years, demonstrated through references. Furthermore, Superior is the primary vendor servicing the Town's pocket parks and ROW medians under the Ground Maintenance Services for Pocket Parks & Right of Way Medians contract.

Based on Procurement's review of the bid submittals, we have determined that Superior is the lowest responsive and responsible bidder and their bid prices are fair and reasonable. As such, it is recommended that the Town Council authorize the Town Manager to execute a contract in an amount not to exceed \$158,919.60 to Superior Landscaping & Lawn Service, Inc.

ATTACHMENTS:

Description

Resolution

Contract 2019-28 Ground Maintenance Services for FDOT ROW Sites

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-28, GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAYS SITES TO SUPERIOR LANDSCAPING & LAWN SERVICES, INC IN AN AMOUNT NOT TO EXCEED \$158,919.60; 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. (Pidermann)

WHEREAS, the Town of Miami Lakes (the “Town”) requires ground maintenance services for Florida Department of Transportation (“FDOT”) Right-of-Ways; and

WHEREAS, Section 5(b) of the Town Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, on May 10, 2019, the Town issued an Invitation to Bid (“ITB”) No. 2019-28 for FDOT Right-of-Way Sites Ground Maintenance Services; and

WHEREAS, the ITB was advertised online via two public bidding websites, Demand-Star and Public Purchase, and was physically posted in the Government Center Lobby; and

WHEREAS, the Town received three (3) proposals by the proposal deadline from Superior Landscaping & Lawn Services Inc. (“Superior”), SFM Services, Inc. (“SFM”), and Visualscape, Inc. (“Visualscape”); and

WHEREAS, based on due diligence, Procurement determined that Superior was the lowest responsive and responsible bidder; and

WHEREAS, Procurement recommends awarding a contract to Superior in the amount of one hundred fifty-eight thousand nine hundred and nineteen dollars 60/100 (\$158,919.60); and

WHEREAS, Superior will be responsible for mowing, edging, trimming, maintenance of shrubs, hedges and plants, fertilizing, mulching, and debris pick-up on sites maintained by the Town under a Joint Participation Agreement with FDOT; and

WHEREAS, the Town Manager concurs with Procurement's recommendation and recommends the Town Council authorize the award of a contract to Superior for Ground Maintenance Services for FDOT rights-of-way Sites in an amount not to exceed \$158,919.60; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Superior Landscaping and Lawn Services, Inc. for Ground Maintenance Services for FDOT Rights-Of-Way Sites in an amount not to exceed \$158,919.60.

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

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

Section 2. **Approval of the Contract.** The Town Council hereby approves the award of a contract to Superior Landscaping and Lawn Services, Inc. in substantially the form attached hereto as Exhibit "A" for Ground Maintenance Services for FDOT Right-of-Way Sites in an amount not to exceed \$158,919.60 (hereinafter referred to as "Contract").

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

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

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract with Superior Landscaping and Lawn Service, Inc. in an amount not to exceed \$158,919.60 and to execute any extension and/or amendments to 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 _____, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Superior Landscaping and Lawn Service, Inc.
for
Ground Maintenance Services for FDOT Right-of-Way Sites,
ITB 2019-28

INVITATION TO BID

GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES

ITB No. 2019-28



The Town of Miami Lakes Council:

Mayor Manny Cid
Councilmember Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Friday, May 10, 2019
Bids Due	3:00 PM Friday, May 31, 2019

GROUND MAINTENANCE SERVICES FOR FDOT RIGHT-OF-WAY SITES
ITB 2019-28

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SECTION A. NOTICE TO BIDDERS

ITB Name: Ground Maintenance Services for FDOT Rights-of-Way Sites
ITB No.: 2019-28
Bids Due: 3:00 PM, May 31, 2019

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide ground maintenance services for Florida Department of Transportation ("FDOT") Rights-of-Way ("ROW") Sites ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can provide this service successfully and with minimal issues.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on May 31, 2019**, at which time the Bids will be opened.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

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

1. Possess a minimum of five (5) years of experience performing grounds maintenance services;
2. Must have completed at least five (5) grounds maintenance projects of similar scope and value performed within the last three (3) years;
3. Must own or possess under a rental or lease contract specific equipment for use in the performance of the Work; and
4. Possess a valid Landscaper Permit issued by Miami-Dade County.

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

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 certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a

Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **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.
13. **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.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Landscaping** means those areas that have been changed by placing ornamental bushes, shrubs, flowers, or plants that require maintenance such as weeding, mulching, trimming, pruning, replacing, fertilizing, or edging.
21. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
22. **Mowing Cycle** means the frequency of mowing at the Site(s) under the Contract.
23. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
24. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
25. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
26. **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.
27. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
28. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
29. **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.
30. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
31. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
34. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
35. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

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

B2.02 PREPARATION OF BID

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

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

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

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

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 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.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as

defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 QUALIFICATION OF BIDDERS

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

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.09 INTERPRETATIONS AND CLARIFICATIONS

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

B2.10 POSTPONEMENT OF BID OPENING DATE

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

B2.11 ACCEPTANCE OR REJECTION OF BIDS

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

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid

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

B2.12 WITHDRAWAL OF BID

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

B2.13 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.14 LOCAL PREFERENCE

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

B2.15 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.16 AWARD OF CONTRACT(S)

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

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

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.18 EXECUTION OF CONTRACT

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with Procurement's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

B2.19 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of 100% of the Contract value. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including any options to extend the term of the Contract.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

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.

C1.02 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.

C1.03 HOURS FOR PERFORMING WORK

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

C1.04 SUBCONTRACTORS

Subcontracting of the Work is not permitted under this Contract.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. 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 for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager 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.

C1.07 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.

C1.08 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.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 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.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 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.

C1.14 CONTRACT DOCUMENTS CONTAIN 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.

C1.15 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.

C1.16 INTENTION OF THE TOWN

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

C1.17 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:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

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

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

C1.18 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 Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 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 on the Town's website.

C1.20 VEHICLES & EQUIPMENT

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

C1.21 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.

C1.22 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.

C1.23 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.

C1.24 TAXES

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

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

C1.25 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).

C1.26 DEFECTIVE OR NON-COMPLIANT WORK

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

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents,

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

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

C1.27 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.

C1.28 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.

C1.29 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. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@gastesi.com

For Contractor:

Orlando Otero
President
Superior Landscaping & Lawn Service, Inc.
2200 NW 23rd Avenue
Miami, FL 33142
Oorlando@superiorlandscaping.com

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.

C2 INDEMNITY & INSURANCE

C2.01 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.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

C2.03 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 all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

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

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

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

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

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

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

c. *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.

(1st) 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.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) 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.

d. 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.

e. 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.

C3 PUBLIC RECORDS

C3.01 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.

f. Public Records

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

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

g. 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.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

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

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

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

C4.02 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 for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

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

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and 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 C4.05.

Failure of Contractor to comply with Article C4.05, 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.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.29 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

C4.06 CONTINUING THE WORK

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

C4.07 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.

C4.08 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 C5.03, Termination for Convenience.

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

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

C4.09 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.

C4.10 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.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for

solicitation. Additional extensions beyond the initial ninety (90) days may occur as needed by the Town and as mutually agreed upon by the Town and the Contractor until the Town is able to award a new contract. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

C5.02 CONTRACTOR DEFAULT

a. Event of Default

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

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

b. Notice of Default – Opportunity to Cure

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

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

c. *Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

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

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

C5.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

C5.04 REMEDIES AVAILABLE TO THE TOWN

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

C5.05 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.

C6 PAYMENT PROCESS

C6.01 COMPENSATION

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

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

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

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

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

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

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 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 C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 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.

C6.06 REIMBURSIBLE EXPENSES

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

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

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

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

END OF SECTION

SECTION D. SPECIAL TERMS AND CONDITIONS

D1 DESCRIPTION OF SERVICES

Contractor shall provide all personnel, equipment, tools, labor, supervision and other items and services, both necessary and incidental, to ensure that the FDOT Ground Maintenance Services are performed in a manner that satisfies the Contract Documents. The Work consists of providing grounds maintenance services such as mowing, edging, trimming, maintenance of shrubs, hedges, and plants, litter removal/debris pick-up, fertilizing, mulching and pest control from FDOT ROW areas as identified in Exhibit A. Fertilizing of plant materials, mulching of tree ring beds, landscape replacement, pest control and similar work will be provided on an as-needed basis, as determined by the Project Manager.

D2 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

D3 HOURS FOR PERFORMING WORK

All Work shall be performed every day, Monday through Saturday, between the hours of 9:00 AM and 3:00 PM.

D4 TURF MOWING

Properly maintained grass and vegetation appearance and proper ground cover are necessary and presents less chance of defects and potential safety problems, including a reduction in possible injuries as a result of improperly maintained turf and slope defects.

All turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing will not be performed when weather or other conditions will result in damaged turf. Mowing wet grass shall be avoided when possible. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Town.

The standards for mowing are:

- a. Turf shall be cut on 17.5 acres of turf located in the Town's median areas as indicated in Appendix A.
- b. Contractor shall perform a minimum of eighteen (18) cuts per year for all ROW, which will be compensated in accordance with the prices contained in the Bid Form.
- c. The common types of turf varieties found in the parks and roadway medians are St. Augustine and Bahia grass. The heights established below will promote a healthy turf and a neat and professional appearance. All turf areas shall look well-manicured at all times.

Mow only with a rotary mower. Six (6) mowing cycle in winter months- beginning of November to the end of March; Twelve (12) mowing cycles in the spring/summer months- beginning of April to the end of October. The cutting height shall be a minimum 4" to a maximum 6" above soil level.
- d. All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds
- e. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected and disposed of by the Contractor. The Contractor shall not use waste receptacles provided by the Town. The Contractor must provide their own waste removal service.

- f. Mowing patterns shall be changed frequently to avoid wear.
- g. Turf clippings may only remain on the turf areas. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area by vacuuming or raking or other similar means from streets, driveways, walkways, curbs and grounds immediately following each service. No debris, including turf clippings, shall be blown into storm drainage system. All sidewalks, inside curb edges, driveways, tree rings and landscape areas will be machine edged with each mowing. Care will be taken to prevent “edging away” of the turf. All crack and crevice vegetation shall be removed as required.
- h. Mowing shall be done carefully so as not to “bark” trees or shrubs, intrude into ground cover beds, damage sodded berms, curbs or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- i. Use of weed eaters shall be limited to areas not reachable by a mower.
- j. All mowing, edging and trimming of affected areas will be performed simultaneously.
- k. Trimming, such as line trimming, shall be done with each mowing around all fixed objects exposed in the turf, including but not limited to, irrigation devices, trees, poles/posts and other fixtures common in such settings. Damage to trees, lawns and/or facilities by virtue of careless or excessive trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town’s discretion for any such damage.

D5 EDGING

- a. Sidewalks, driveways, curbs and other concrete or asphalt edges located in the ROW shall be edged concurrently with each mowing cycle. Edging height shall match surrounding area turf heights and shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs and other paved areas shall be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
 - Edging shall be performed at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights.
 - No vegetation or debris may encroach onto the curb or sidewalk for more than **3”** for more than **10 continuous feet**.
 - No deviation of soil height of more than **4” above** or **2” below** the top of curb or sidewalk may exist for more than **10 continuous feet**.
 - No vegetation may encroach more than **3” over** the curb or sidewalk for more than **10 continuous feet**.
 - No grass, vegetation, or debris may encroach within **3” onto** a bike path for more than **10 continuous feet**.
- b. This Work involves approximately 3,475 linear feet of sidewalks, driveways and curbs.
- c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals shall be subject to the approval of the Project Manager in accordance with the requirements of the Contract Documents.
- d. The Contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

D6 TRIMMING

Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leaving dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders or other fixed obstacles.

Trimming shall be performed concurrently as turf mowing. Trimming height shall match surrounding area turf heights. This task shall be completed for all areas as shown in Appendix A. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming shall be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage.

Repair or replacement required as result of the Contractors Work shall be completed by Contractor at no cost to the Town.

Trimming shall be done in such a way as to avoid damaging the trunk, bark or roots of trees and shrubs. All cuttings shall be removed after trimming.

Trimming heights for ground cover and hedge material should be maintained in accordance with FDOT Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <https://www.fdot.gov/roadway/DS/18/STDs.shtm>.

D7 LANDSCAPING

There is a total of 1,688 linear feet of Landscape Area, which is primarily located at the off-ramps. All Landscaping shall be maintained in a healthy, neat and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards. All other shrubbery, ferns, flowers and formal plants will be pruned or sheared to conform with accepted horticultural standards and, so as to promote flowering and general plant vitality. All vegetative trimmings and debris shall be removed from the bedding areas with each mowing cycle. All plant material will be kept from encroaching on the buildings, signage and/or light fixtures.

Contractor shall fertilize, water (as necessary), trim, eliminate weeds and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers shall be replaced at no cost to the Town unless the condition of the landscaping is due to an outside third party, force majeure or directly by the Town's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Shrubs and ground cover material shall be pruned as part of every mowing cycle to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All shrubs in the ROWs shall be pruned or sheared to comply with Florida Department of Transportation (FDOT) specifications Design Standards Index No. 546 "Sight Distances at Intersections", as amended yearly. Information can be obtained at <https://www.fdot.gov/design/standardplans/ds.shtm>. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting or other structures.

Planting of landscape and plant material will be the responsibility of the Contractor. The size and type of landscape and plant material shall be determined by the Town Manager or his designee. This will be an Additional Service under the contract.

The Contractor shall maintain existing flowerbeds. Regular maintenance includes weeding, fertilization and watering as necessary during dry periods. Contractor shall remove any exotic plants upon identification. Grass and weeds shall not be permitted to grow above the flower beds and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. The Contractor shall provide and apply mulch to all tree rings and landscape beds twice annually. Mulch type and color shall be approved by the Town's Representative.

D8 WEED CONTROL

The Contractor shall perform weed control to prevent the encroachment of weeds into established around trees, flower beds, paved areas, concrete areas, etc.

- a. Landscaping shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.
- b. All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.
- c. Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas or fences.
- d. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- e. All vines growing along or on fences shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.
- f. Turf shall be free of the following, similar, or any other undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

1. Alexander grass	2. Annual, Purple, and Yellow Sedge
3. Broomsedge	4. Castor Bean
5. Cogon Grass	6. Crabgrass
7. Crowsfoot	8. Dogfennel
9. Dollarweed	10. Goosegrass
11. Johnsongrass	12. Knotweed
13. Lespedeza	14. Maiden Cane
15. Ragweed	16. Rhodesgrass
17. Sandspur	18. Spanish Needle
19. Tropical Soda Apple	20. Vasey Grass

D9 LITTER/DEBRIS REMOVAL

The Contractor shall retrieve and dispose of all litter and debris twice a week. Litter removal from roadside areas is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks, as well as to motoring and pedestrian traffic within the Town, but it is more important to provide safety. Litter in the ROW is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the roads, the motorists, pedestrians and the equipment operators.

The Contractor shall perform litter and debris removal in all areas where Work is performed.

Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.). Leaves shall be removed from all sidewalks, pathways and paved areas.

Contractor shall sweep all affected areas and sidewalks where turf cuttings and trimmings are evident, as well as any dirt or stones resulting from the Work and remove the trimmings, dirt and stones from the premises.

Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing local, state and federal regulations. Town dumpsters or other containers are not to be used for disposal of any litter, debris or turf trimmings.

Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the Town's Representative in writing. Failure to report a hazardous condition shall result in a reduction in payment in accordance with Article 4.9.

D10 PEST IDENTIFICATION AND CONTROL

The Contractor shall be able to control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus. The Contractor shall be fully licensed to spray pesticides and shall use sound practices standard in the industry that aid in preventing

the presence or proliferation of insects and diseases. This Work may be subcontracted with the prior written approval of the Project Manager. Contractor shall identify disease(s) and pest infestation(s) and report such findings to the Project Manager in writing.

Insects in turf shall be controlled by both curative and preventative measures. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the Town's Representative for review immediately after it is received by the Contractor.

The Project Manager may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the Project Manager. The Contractor's DPMP shall establish the strategy and methods for performing the work in a safe, effective and environmentally sound manner. If the Project Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and shall be considered an Additional Service.

Contractor shall only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel.

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc. at no cost to the Town.

D11 FERTILIZING

Fertilizers must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor.

All fertilizing will be performed on an as-needed basis and such Work will be done through a Work Order and shall be considered an Additional Service.

Contractor shall notify the Project Manager one (1) week in advance of fertilizing so that the Project Manager can make any necessary changes to Town operations or activities.

Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager.

The Town shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark and indication of conformance to state and federal laws. In lieu of

containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water-soluble organic source.

St. Augustine/Bahia Grass – St. Augustine and Bahia turf shall be fertilized three (3) times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and results of soil analysis.

D12 HERBICIDES

All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Town regulations.

Contractor may use herbicides to kill all weeds and foreign grasses around trees, shrubs, hedges, flower beds, fencing and paved/concrete areas. Use and application shall be in strict compliance with the manufacturer's label directions.

Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed and all entries must be available for inspection upon request from the Project Manager.

The Contractor shall exercise extreme care so as to not overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.

D13 FUNGICIDE

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the Project Manager, the Contractor shall address the problem immediately with the Project Manager and a mutually agreeable application shall be applied as an Additional Service, which shall be performed as an Additional Service.

D14 REPAIR OF DAMAGED AREAS

Areas damaged by contractor vehicles, erosion, drought or pest(s)/disease(s) shall be seeded, sprigged or sodded to meet the standards of surrounding areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

D15 TURF RENOVATION AND REPLACEMENT

Renovations may be required if conditions warrant such a procedure. However, renovations will only be made at the Town's cost and expense after approval in writing by the Project Manager.

Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.

Proper watering, fertilization and pest management will be critical during and after renovation. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.

The Contractor shall notify the Project Manager in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement. All such Work shall be performed as an Additional Service.

The Contractor shall identify, report and price to the Project Manager any sod renovation work that will be needed. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include, but not be limited to, sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for weeds, sod installation and maintenance during grow-in period. The Project Manager shall authorize all work orders for sod renovations prior to commencement of the Work described herein.

The Contractor shall provide all turf warranty information and turf certification documentation to the Town's Representative.

D16 MATERIAL SAFETY DATA SHEETS

The Contract shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to any Work requiring the use of fertilizers, pesticides, herbicides or other similar materials or chemicals. Where the Contract requests a substitution as stipulated below, the Contract shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without an MSDS being provided to and approved by the Town.

D17 DEBRIS HAULING AND DISPOSAL

All debris removed from the FDOT locations during the performance of the Work shall be hauled and disposed of in accordance with all applicable codes, laws, rules and regulations. These include, but are not limited to, the Town, Miami-Dade County, DERM, FDEP and FDOT.

D18 INSPECTION OF THE WORK

The Town may, at its sole option, inspect the Work. Contract shall notify the Town's representative at least forty-eight (48) hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

D19 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to complete the Work set forth in the Contract, and as may be modified by written Change Order to the Contract. In the event the Work is not performed as set forth in the Contract, the Contractor shall pay to the Town as follows:

- For Work the Town can be corrected to meet the requirements of the Contract, two hundred fifty dollars (\$250.00) shall be assessed for each and every calendar day the Work is not corrected to meet the requirements of the Contract.
- For Work that cannot be corrected an amount equal to the percentage of such Work shall be deducted from the monthly fee to be paid the Contractor. (example: Fee is \$1,000 and the % of Work performed that cannot be correct is 10%, then \$1,000 shall be deducted from the amount due the Contractor.

The sums identified above are hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages for each month shall not exceed the value of the monthly fee.

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.

D20 LABOR, EQUIPMENT AND MATERIALS

The Contractor shall furnish all labor, material, equipment, and supplies of the size and type customarily used for grounds maintenance, needed for the performance of the Work. All power operating equipment, trucks, lawn mowers, tractors, etc., and all hand or vehicular tools shall be operated within the safety parameters as defined by the manufacturer and OSHA; and, shall be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic.

D21 PERSONNEL REQUIREMENTS/QUALIFICATIONS

a. E-Verify Requirements

All of the Work will be performed on property of the Florida Department of Transportation ("FDOT"). The Town has an agreement with FDOT to maintain these areas. As these areas are owned by FDOT the Contractor must comply with the requirements of the U.S Department of Homeland Security's E-Verify requirements for any workers performing Work in these areas. The Contractor may at its sole discretion use the E-Verify system for all employees who will perform Work under this Contract. The Town shall provide the Contractor(s) with the areas subsequent to the award of a Contract. The requirements and access to the E-Verify system can be found at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .

d. Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals shall be authorized to work under this Contract. The Contractor shall submit to the Project Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list shall be updated immediately when changes occur.

e. Uniform/Appearance

Contractor personnel, while at a Work site, shall present a neat appearance, and shall wear distinct clothing for easy identification bearing the name of the company. Any color or color combination may be used for the uniforms. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, or items in disrepair are not acceptable or any other inappropriate or offensive clothing as determined by the Project Manager.

f. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

g. Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the Work sites. Any Contractor under the influence of alcohol or a controlled substance shall not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

h. Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators shall wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

i. Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers and, trucks, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time shall the safeguards on lawn mower, edger, weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees shall not be permitted to use RADIOS, CELL PHONES, TEXTING DEVICES, MP3 PLAYERS, or other MEDIA DEVICES, while operating equipment and may be subject to removal from the Work site for repeated violations. Smoking is also prohibited while operating equipment or anywhere in Town Parks. Cigarette butts shall be disposed of properly and the throwing of cigarette butts on grounds after smoking is prohibited.

D22 ADDITIONAL SERVICES

The Town may request the Contractor to perform Additional Services 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 ("Work Order Proposal") for review. 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.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, shrubs, hedges, or replacement of flowers damaged by a third party. These services will be requested in writing in accordance with procedures established in Article 4.17, Work Orders.

D23 WORK ORDERS

The Town shall issue a Work Order for all Additional Services to be performed by the Contractor, including but not limited to fertilizing, pest control, seeding, or replacement of sod. 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 shall 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 shall be subject to the approval of the Project Manager and Procurement Manager shall be added to the Contract through a Change Order;
- 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.)

D24 STAGING AND STORAGE OF VEHICLES AND EQUIPMENT

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

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

D25 MAINTENANCE OF TRAFFIC

All maintenance of traffic ("M.O.T.") is to be coordinated with the Project Manager. Should the Work require significant restriction(s) of the ROW, the Contractor may need to obtain 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. Contract shall not be entitled to any additional compensation for meeting the M.O.T. requirements.

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 shall be temporary and shall be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

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 the site, for each direction of travel [total of two (2) signs]
 - On four-lane roads, two (2) signs at each end of side (one (1) on median and one (1) on shoulder) for each direction of travel [Total of four (4) signs]
 - Orange safety cones shall be set at edges of travel lanes in the immediate area of work
- c. Vehicles shall 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 (15') intervals.

2. When a lane is to be blocked:

- a. No traffic lanes may be blocked for a period longer than thirty (30) minutes, without the prior approval of the Project Manager.
- b. A traffic lane may be blocked for up to thirty (30) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - A Flagman shall be posted at the edge of the travel lane at least one hundred (50) feet prior to start of transition
 - There shall be a minimum of twenty-five (25) 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 may result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

Should the Contractor be required to obtain a permit to perform any of the Work the Town shall reimburse the Contractor for the cost of the permit.

D26 VEHICLES AND EQUIPMENT

Contractor shall 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 shall be well-maintained, and all hand tools shall be properly sharpened to ensure no unnecessary damages. The Town may require the repair or replacement of equipment as reasonably necessary.

Contractor shall list all equipment and vehicles owned or under lease or rental contract as part of its response to the Questionnaire in Section G of the ITB. Contractor may be required during the Bid evaluation process to provide supporting documentation

D27 REQUEST FOR INFORMATION

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Documents' are unclear or conflicting. All requests must be submitted in a manner that clearly identifies the specific article, section or portion of the Contract Documents where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Town shall respond in writing.

D28 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 shall correct the Work at no cost to the Town and/or the Town may reduce payments as may be permitted by the Contract.

SIGNATURE PAGE FOLLOWS

EXHIBIT A
BID FORM

EXHIBIT B
CONTRACTOR'S SUBMITTAL

EXHIBIT C
FDOT ROW AREAS



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council
From: Edward Pidermann, Town Manager
Subject: Memorandum of Understanding- Our Lady of the Lakes Catholic School Based Law Enforcement Officers (SBLEO)
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council approve the memorandum of understanding for school based law enforcement officers (SBLEO) with Our Lady of the Lakes Catholic School.

Background:

In August 2018, the Town Council approved a memorandum of understanding (MOU) with the Miami-Dade County School Board for the provision of School Based Law Enforcement Officers (SBLEO) by the Town for the 2018-19 school year at Bob Graham Educational Center and Miami Lakes K-8 Center. Under the MOU with the School Board, the Town provides a maximum of 5.5 hours of SBLEO support per school day for the school year in exchange for an annual contribution from the School Board of \$35,000. As part of that approval, the Council requested that the same MOU with the same terms be offered to any of the Town's private schools. Our Lady of the Lakes Catholic School approached the Town shortly thereafter and agreed to the same MOU for the provision of SBLEOs at the school.

This serves as a retroactive approval of this MOU for a one-year term for the 2018-19 school year. It is not anticipated that the Town will provide these services for the upcoming 2019-20 school year as the provision of these services at the school are contingent on the Miami Dade School Board providing their own officers at the Bob Graham Educational Center and Miami Lakes K-8 Center. The School Board has advised the Town that they intend on placing their own officers at these school on a permanent basis for the upcoming school year. The estimated financial impact to the Town is estimated to be \$22,484.00.

ATTACHMENTS:

Description

Resolution

OLL MOU

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF THE LAKES SCHOOL FOR THE PLACEMENT OF SCHOOL BASED LAW ENFORCEMENT OFFICERS (SBLEO) BY THE TOWN FOR THE 2018-19 SCHOOL YEAR; AUTHORIZING TOWN OFFICIALS TO EXECUTE THE MOU; AUTHORIZATION TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in August 2019, the Town Council approved a memorandum of understanding (MOU) with the Miami-Dade County School Board for the provision of School Based Law Enforcement Officers (SBLEO) by the Town for the 2018-19 school year at Bob Graham Educational Center and Miami Lakes K-8 Center; and

WHEREAS, under the MOU with the Miami-Dade County School Board, the Town provides a maximum of 5.5 hours of SBLEO support per school day for the school year in exchange for an annual contribution from the School Board of \$35,000.00; and

WHEREAS, as a condition to the MOU approval, the Council directed that an MOU with the same terms be offered to any of the Town's private schools; and

WHEREAS, shortly after the August 2019 meeting and approval of the MOU with Miami-Dade County School Board, Our Lady of the Lakes Catholic School approached the Town to request an MOU under the same terms. A true and correct copy of the Our Lady of the Lakes Catholic School MOU is included as Exhibit "A"; and

WHEREAS, this Resolution serves to memorialize the MOU retro-active to 2018-19 school year; and

WHEREAS, the expected financial impact to the Town is estimated to be \$22,484.00 of budgeted funds.

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 MOU.** The Town Council hereby approves the MOU between the Town and Our Lady of the Lakes Catholic School in substantially the same form attached hereto as Exhibit "A."

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

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

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

MOU between the Town of Miami Lakes and Our Lady of the
Lakes Catholic School

Memorandum of Understanding School Based Law Enforcement Officers

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made, entered into, and duly executed on this ____ day of _____, 2019, is between The Town of Miami Lakes, a Florida municipal corporation (the “Town”), and Our Lady of the Lakes Catholic School, a parochial school operated by the Archdiocese of Miami, located at 6600 Miami Lakeway North, Miami Lakes, Florida 33014 (the “School”).

I. Intent

It is the intent of both parties to enter in to this this MOU for the School to provide funding in exchange for the Town’s placement of school-based law enforcement officers (“SBLEOs”) at the School utilizing the Town’s contract with Miami-Dade Police Department (“MDPD”) for the provision of law enforcement services.

II. Term of the MOU

This MOU shall be effective for a period of one year starting from the execution date described above (the “Term”). The Term may be extended for two additional periods, in one (1) year increments, upon the mutual, written agreement of the parties.

III. Termination of MOU

Each party reserves the right to terminate this MOU, with or without cause, upon providing thirty (30) days written notice to the other party.

IV. Funding

For the initial Term, and if extended any subsequent Terms, the School shall provide the Town with funding in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) per SBLEO. Funding will be delivered to the Town as a lump sum payment within thirty (30) days of the execution date, or execution date of any Term extensions if applicable¹.

V. Assignment of SBLEOs

The Town agrees that during the Term at least one (1) SBLEO shall be present at the School for at least five and a half (5.5) hours per school day. A “School Day,” is defined as a week day (Monday through Friday) in which school is in regular session, and shall not include: recess days, legal holidays, teacher planning days or summer days.

The Town, the School, and the assigned SBLEOs shall abide by state and federal law, including The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise

¹ Any amounts paid by School, directly to Miami-Dade County Police Department towards SBLEOs for School Year 2018-2019 will be applied as a credit towards 2018-2019 funding, provided that the School provide proof of payment that is satisfactory to the Town. Allocation of credit is at the discretion of the Town.

known as “FERPA”), which requires all student information be kept confidential and not disclosed to any third party. Also, School agrees to act in compliance with Chapter 119 of Florida Statutes.

VI. Default

In the event that either party fails to perform its material obligations, within the timeframes detailed in this MOU, then the aggrieved party shall be entitled to place the non-performing party in default upon written notice. Should the defaulting party fail to cure its default within fourteen (14) days of receiving written notice of its default, then the aggrieved party shall be entitled to terminate this MOU immediately upon written notice. In the event of any lawsuit, litigation, proceeding is necessitated by a party’s default, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the action, including, but not limited to, reasonable attorney’s fees and court costs.

VII. Miscellaneous

1. Notices:

The addresses for the School for all purposes under this MOU and for all notices hereunder shall be:

The School: Our Lady of the Lakes Catholic School
Attn: _____

With a copy to: Our Lady of the Lakes Catholic School
Attn: _____

The addresses for the Town for all purposes under this MOU and for all notices hereunder shall be:

Town of Miami Lakes: The Town of Miami Lakes
Attn: Edward Pidermann, Town Manager
6601 Main Street
Miami Lakes, Florida 33014

With a copy to: The Town of Miami Lakes
Town Attorney’s Office
6601 Main Street
Miami Lakes, Florida 33014

2. Mutual Indemnification and Duty to Defend

Each Party agrees to and will indemnify, defend and hold harmless the other party and its agents, officers, and employees, subject to the provisions of Florida Statutes §768.28, from and against any claims, suits, proceedings, costs, liabilities, expenses. Including court costs and reasonable attorney's fees, damages to real or tangible personal property, bodily injury to persons, including death, resulting from its or its employees, officers, or agents' negligence or willful misconduct arising from or related to this MOU. This provision shall survive termination of the MOU.

Nothing herein should be construed to increase or otherwise waive any limits of liability, or to waive any immunity available to the Town as established by Florida Statutes, case law, or any other source of law.

3. Governing Law

This MOU shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Florida.

4. Venue

The parties agree that any controversy, disagreement, claim, dispute, or other proceeding between them, which relates to or arises out of this MOU or is otherwise related in any manner to the relationship between the parties, shall be subject to the exclusive jurisdiction and venue of the courts of the Eleventh Circuit Court in and for Miami-Dade County, Florida. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this MOU and any amendments hereto.

5. Attorney's Fees

The prevailing party in any action arising out of, relating to, or connected with this MOU shall be entitled to payment of reasonable attorney's fees. The prevailing party shall also be entitled to recover all attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, electronic research costs, court reporter fees and mediator fees, regardless of whether such costs are otherwise taxable.

6. Severability

If, at any time, any provision hereof is or becomes illegal, invalid, or otherwise unenforceable in any respect under the law of any jurisdiction, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

7. Waivers

No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy available herein or at law or equity.

8. Assignment

This MOU, or any obligation herein, shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.

9. Entire Agreement

This MOU, and any subsequently executed amendment or extension, form the entire agreement between the parties relating to the subject matter hereof. Except as otherwise agreed to in this MOU, all amendments and modifications to this MOU shall be made in a written document executed with the same formalities as this MOU.

10. Subject to Council Approval

This MOU, is subject to Council approval via resolution.

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

For the School:

For the Town:

By: _____

By: _____
Edward Pidermann, Town Manager

Print Name

Attest:

Print Title

By: _____
Gina Inguanzo, Town Clerk

Attest:

By: _____

Print Name

Print Title

(Affirm Seal, if available)

Approved as to Legal Sufficiency:

By: _____
Lorenzo Cobiella, Deputy Town Attorney



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Authorization to Execute a Contract for Royal Oaks Park Athletic LED Retrofit Lighting ITB No. 2019-29
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a contract with Electrical Contracting Service, Inc. ("ECS"), the lowest responsive and responsible bidder, for the Royal Oaks Park Athletic LED Retrofit Lighting Project in an amount not exceed \$180,930. This project is being funded by the Florida Department of Agriculture and Consumer Services Office of Energy grant. This project is anticipated to be completed by August 31, 2019.

Background:

Royal Oaks Park ("Park") is a public community park that is open from 7:00 AM – 10:00 PM, 365 days a year, weekends and holidays and is heavily used year-round. Lighting levels on the athletic field of the Park currently do not meet Illuminating Engineering Society of North America's ("IESNA") recommendations of thirty (30) foot-candles. Fields 3 and 4 are currently providing lighting by six (6) concrete poles that hold a total of 80 high-intensity discharge ("HID") fixtures, which decline in lumen output over time. Light pollution is a concern due to the proximity of residential homes close to the Park. Retrofitting the existing HID fixtures with light emitting diode ("LED") fixtures will reduce overspill and glare, and in turn, will present a quality of life increase for the residents surrounding the Park.

The Town issued Invitation to Bid ("ITB") 2019-29 for the Royal Oaks Athletic Field LED Retrofit Lighting project on May 20, 2019. The ITB was posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Bidders were required to:

1. Possess a minimum of three (3) years of experience performing athletic field lighting retrofitting projects;
2. Must have completed at least three (3) athletic field lighting retrofitting projects of similar scope and value performed within the last three (3) years; and
3. Possess a valid Electrical Contractor's license issued by the Florida Department of Business and Professional Regulation at least three (3) years prior to the issuance of this ITB.

On the date of the bid opening, June 17, 2019, we received three (3) bids from the following Bidders:

1. Electrical Contracting Service, Inc. ("ECS") - \$180,930

2. G&R Electric Corp (“G&R”) - \$380,400
3. Techline Sports Lighting (“Techline”) - \$232,435

Procurement performed a due diligence review of the bids for responsiveness and found that ECS met all the minimum requirements within the solicitation. ECS’s submittal was complete and included all the necessary supporting documentation. Furthermore, the submittal met the minimum qualifications and Procurement did not find any significant issues had come up in their past performance that would indicate ECS was incapable of performing the Work.

ECS has been in business for 34 years, possesses a valid Electrical Contractor’s license, and have completed at least three (3) athletic field retrofit lighting projects of similar scope and value performed within the last three (3) years. ECS currently holds an as-needed contract with the Town for Miscellaneous Electrical Services. The Town recently exercised the option to renew this contract with ECS for another year because of their satisfactory performance.

Based on Procurement’s review of the bid submittals, we have determined that Electrical Contracting Services, Inc. is the lowest responsive and responsible bidder and their bid prices are fair and reasonable. As such, it is recommended that the Town Council authorize the Town Manager to execute a contract in an amount not to exceed \$180,930 with Electrical Contracting Services, Inc.

ATTACHMENTS:

Description

Contract 2019-29 Royal Oaks Athletic Field LED Retrofit Lighting

Resolution

INVITATION TO BID

ROYAL OAKS ATHLETIC FIELD LED RETROFIT LIGHTING

ITB No. 2019-29



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Monday, May 20, 2019
Bids Due	3:00 PM, Monday, June 17, 2019

Royal Oaks Athletic Field LED Retrofit Lighting
ITB 2019-29

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SECTION A. NOTICE TO BIDDERS

ITB Name: Royal Oaks Athletic Field LED Retrofit Lighting
ITB No.: 2019-29
Bids Due: 3:00 PM EST, Monday, June 17, 2019

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified Proposers to provide athletic field LED retrofit lighting ("Project"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on June 17, 2019**, at which time the Bids will be opened.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

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

1. Possess a minimum of three (3) years of experience performing athletic field lighting retrofitting projects;
2. Must have completed at least three (3) athletic field lighting retrofitting projects of similar scope and value performed within the last three (3) years; and
3. Possess a valid Electrical Contractor's license issued by the Florida Department of Business and Professional Regulation at least three (3) years prior to the issuance of this ITB.

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

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 certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **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.
13. **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.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

- 16. Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
- 17. Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
- 18. Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
- 19. Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
- 20. Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
- 21. Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
- 22. Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
- 23. Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
- 24. 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.
- 25. Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
- 26. Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- 27. 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.
- 28. Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
- 29. Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
- 30. Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
- 31. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- 32. Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.

- 33. Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

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

B2.02 PREPARATION OF BID

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

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

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

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

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 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.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

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

B2.07 QUALIFICATION OF BIDDERS

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

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.09 INTERPRETATIONS AND CLARIFICATIONS

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

B2.10 POSTPONEMENT OF BID OPENING DATE

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

B2.11 ACCEPTANCE OR REJECTION OF BIDS

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

(i) *Unbalanced Bids*

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

B2.12 WITHDRAWAL OF BID

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

B2.13 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.14 LOCAL PREFERENCE

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

B2.15 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.16 AWARD OF CONTRACT(S)

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

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

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.18 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.

B2.19 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of \$100,000. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management

of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the

Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

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.

C1.02 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.

C1.03 HOURS FOR PERFORMING WORK

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

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as

required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

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

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

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. 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 for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to

require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager 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.

C1.07 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.

C1.08 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.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 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.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 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.

C1.14 CONTRACT DOCUMENTS CONTAIN 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.

C1.15 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.

C1.16 INTENTION OF THE TOWN

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

C1.17 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:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

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

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

C1.18 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 Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 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 on the Town's website.

C1.20 VEHICLES & EQUIPMENT

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

C1.21 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.

C1.22 TOWN LICENSES, PERMITS AND FEES

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

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

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

C1.23 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law.

Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

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

C1.24 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).

C1.25 DEFECTIVE OR NON-COMPLIANT WORK

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

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

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

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

C1.26 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.

C1.27 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.

C1.28 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. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@miamilakes-fl.gov

For Contractor:

Charles Floyd
President
Electrical Contracting Service, Inc.
2375 West 77 Street
Hialeah, FL 33016
Ecsinc25@aol.com

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.

C2 INDEMNITY & INSURANCE

C2.01 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.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

C2.03 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 all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

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

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

c. *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.

(1st) 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.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(3rd) 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.

d. *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.

e. *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.

C3 PUBLIC RECORDS

C3.01 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.

f. *Public Records*

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

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

g. 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.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

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

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

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

C4.02 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 for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

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

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

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;

2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

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

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

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

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and 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 C4.05.

Failure of Contractor to comply with Article C4.05, 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.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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

Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

C4.06 CONTINUING THE WORK

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

C4.07 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.

C4.08 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 C5.03, Termination for Convenience.

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

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

C4.09 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.

C4.10 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.

C4.11 CONTRACT EXTENSION

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

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

C5.02 CONTRACTOR DEFAULT

a. Event of Default

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

1. The Contractor has not performed the Work in a timely manner;

2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

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

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

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

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

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

C5.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

C5.04 REMEDIES AVAILABLE TO THE TOWN

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

C5.05 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.

C6 PAYMENT PROCESS

C6.01 COMPENSATION

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

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

The Invoice Form is available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358.

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

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

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

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 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 B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 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.

C6.06 REIMBURSIBLE EXPENSES

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

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees

4. DERM fees

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

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

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 OVERVIEW

Royal Oaks Park ("Park") is located at 16500 NW 87th Avenue in Miami Lakes. This public community Park is open from 7:00 AM – 10:00 PM, 365 days a year, weekends and holidays, and is heavily used year-round. Lighting levels on the athletic field of Royal Oaks Park ("Park") currently do not meet Illuminating Engineering Society of North America ("IESNA") recommendations of thirty (30) footcandles. Fields 3 and 4 are currently providing lighting by six (6) concrete poles that hold a total of 80 high-intensity discharge ("HID") fixtures, which decline in lumen output over time. Light pollution is a concern due to the proximity of residential homes close to the Park. Retrofitting the existing HID fixtures with light emitting diode ("LED") fixtures will reduce overspill and glare, and in turn, will present a quality of life increase for the residents surrounding the Park.

D2 SCOPE OF WORK

The Scope of Work consists of an LED sports field lighting retrofitting project including the replacement of exterior pole-mounted area HID fixtures with LED fixtures, installation of drivers and surge protection (if required), replacement of existing cross arms and installation of a lighting control system capable of remote fixture control with on/off and dimming capabilities.

D3 CONTRACT TERM

This Agreement will be effective upon execution by both parties and will continue until the expiration of the warranties.

This project is funded by a Florida Department of Agriculture and Consumer Services (FDACS) grant which includes fixed timelines. The Contractor shall have all installation work complete within thirty-seven (37) days of the Notice to Proceed being issued by the Town.

The Contract shall remain in effect until the expiration of the Warranty period(s).

D4 GENERAL REQUIREMENTS

General requirements of the Scope of Work include, but are not limited to:

- Providing and adhering to a job-specific Health and Safety Plan.
- Identifying proper lay down areas, lift operation zones and coordinating all Work with Town personnel.
- Coordinating with Town personnel prior to moving any Park equipment.
- Repairing or replacing any Town property that is damaged as a result of this Work, to the same or better standards.
- Following all lock-out tag-out procedures to ensure that electrical systems will not be accidentally activated while personnel are working on lighting upgrades.
- Furnishing and installing any necessary wiring, conduit, hardware or other materials necessary for this Project.
- All electric work shall be done in accordance with the latest edition of National Electrical Code ("NED")
- Adhering to all documentation required in the specification, which includes, but is not limited to, safety documentation, daily and weekly reports, submittal for products and packing slips, request for information forms, project closeout, technical documents and any other documents specifically called for in the Contract or required in the course of performing the Work.

- Attending weekly progress meetings in accordance with the Contract during the duration of the Project.
- Demonstrating operation and maintenance of the system to Town representatives and maintenance mechanics.
- Participating as needed in quality inspections and subsequent energy audit after Project completion to ensure grant requirements are met.
- Contractor shall be required to perform a field equipment verification visit after award and prior to the commencement of the Work. This is to be performed in accordance to Specification.

D4.01 HURRICANE PREPAREDNESS

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

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

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

D4.02 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

D4.03 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance

with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

D5 LIGHTING REQUIREMENTS

Lighting requirements of the Scope of Work include, but are not limited to:

- Installing manufacturer-recommended fixture cross-arms to mount new LED fixtures to 80-ft above-grade.
- Furnishing and installing new exterior LED fixtures for locations shown in Exhibit A, Project Drawings, unless noted otherwise.
- Furnishing and installing pole-mounted area lights with LED equivalent.
- Furnishing and installing controls system with wireless capabilities.
- Providing material and fixtures compliant with Exhibit B, Specifications.
- The Contractor shall dispose of, and if possible, recycle all old lamps, ballasts, fixture, and other materials generated during the implementation of this project in accordance with all federal, state, county, and local laws and regulations. Contractor shall provide documentation evidencing the proper disposal of said excess material during project close-out.
- Providing training for any new equipment or controls installed at the Project location.
- Equipping the cross arm and fixtures with pest deterrents such as bird spikes, to prevent nesting and/or damage

D6 SAFETY ISSUES

D6.01 SAFETY PRECAUTIONS

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

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

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

being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

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

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

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

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

D7 CONTRACTOR RESPONSIBILITIES

D7.01 LABOR & MATERIALS

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

The Contractor will provide competent, suitably qualified personnel to complete the Project as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

Minimal Disturbance

All Work done by the Contractor or any Subcontractor must be done with minimal disturbance to the residents of the Town. 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.

D7.02 SUPERVISIONS OF THE WORK

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

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

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

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

D8 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of one thousand dollars (\$1,000), which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

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

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

D9 REQUESTS 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.

D10 ACCEPTANCE AND FINAL PAYMENT

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

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

application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

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

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

SIGNATURE PAGE FOLLOWS

EXHIBIT A. BID FORM

EXHIBIT B. CONTRACTOR'S PROPOSAL

EXHIBIT C
TECHNICAL SPECIFICATIONS

EXHIBIT D
PROJECT DRAWINGS

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2019-29, ROYAL OAKS PARK ATHLETIC LED RETROFIT LIGHTING TO ELECTRICAL CONTRACTING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$180,930; 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, Lighting in Royal Oaks Park (“Park”), located at 16500 NW 87th Avenue in Miami Lakes currently does not meet Illuminating Engineering Society of North America’s lighting recommendation; and

WHEREAS, the Town of Miami Lakes (“Town”) has received a grant issued by the Florida Department of Agriculture and Consumer Services Office of Energy for this project; and

WHEREAS, Section 5(b) of the Town’s Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, on May 20, 2019 the Town issued an Invitation To Bid (“ITB”) No. 2019-19, for the Royal Oaks Park Athletic LED Retrofit Lighting Project; and

WHEREAS, the ITB was advertised online via two public bidding websites, DemandStar and Public Purchase, and was physically posted in the Government Center Lobby; and

WHEREAS, the Town received three (3) proposals by the proposal deadline from Electrical Contracting Services, Inc. (“ECS”), G&R Electric Corp (“G&R”), and Techline Sports Lighting (“Techline”); and

WHEREAS, based on due diligence, Procurement determined that ECS was the lowest responsive and responsible bidder; and

WHEREAS, Procurement recommends awarding a contract to ECS in the amount of one hundred eighty thousand nine hundred and thirty dollars (\$180,930); and

WHEREAS, the Town Manager concurs with Procurement’s recommendation and recommends the Town Council authorize the award of a contract to ECS for the Royal Oaks Park Athletic LED Retrofit Lighting project in an amount not to exceed \$180,930; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with ECS for the Royal Oaks Park Athletic LED Retrofit Lighting project in an amount not to exceed \$180,930.

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

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

Section 2. **Approval of the Contract.** The Town Council hereby approves the award of a contract to ECS in substantially the form attached hereto as Exhibit “A” for THE Royal Oaks Park Athletic LED Retrofit Lighting project in an amount not to exceed \$180,930 (hereinafter referred to as “Contract”).

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

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

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract with ECS in an amount not to exceed \$180,930 and to execute any extension and/or amendments to 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.

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Passed and adopted this _____ day of _____, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Electrical Contracting Services, Inc.
for
Royal Oaks Park Athletic Field LED Retrofit Lighting, ITB
2019-29



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Variance Application Fees
Date: 7/16/2019

Recommendation:

Staff recommends approval of the ordinance amending Section 13-2102 as it relates to variance application fees.

Background:

On May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance application fees. The Board found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule. The Board subsequently presented this finding to the Town Council on July 17, 2018. Based on the information presented, the town Council directed the Town manager to adjust variance fee schedule to recover the full cost of providing the service.

On September 19, 2019, the Planning and Zoning board heard the ordinance in a different form that required cost recovery from all applications, including single family, and voted to advise approval by the Town Council as proposed, with the condition that if an applicant requests a line-item expense report that it be provided to the applicant. Minutes of the meeting are provided as an attachment to this report.

Attached to this report is an analysis performed by staff that reflects the average cost of typical variance by each classified type. Please note, the numbers presented are aggregated averages from the years 2017 and 2018 and do not necessarily reflect the cost of any one request. As such, the cost recovery system is designed to take an initial deposit to begin processing the application. Should the deposit be deficient based on charges relating to processing the variance, the applicant will be required to make additional deposits in order to continue the review process. Any remaining balance on a deposit(s) that is not charged to the variance application is refunded back to the applicant upon full completion of the variance process.

ATTACHMENTS:

Description

Ordinance

Staff Report

Exhibits

Planning Board Materials

9-19-2018 Planning Board Minutes

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE XI, “FEES”, AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; INCLUDING ALL NOTIFICATION COSTS INTO THE VARIANCE FEES OF ADMINISTRATIVE VARIANCES, SMALL PROJECT VARIANCES, AND VARIANCES FOR SINGLE FAMILY PROPERTIES OF LESS THAN HALF (½) ACRE OR 2,500 SQUARE FEET; REQUIRING ALL OTHER VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (J. Rodriguez)

WHEREAS, Article XI, “Fees” establishes a schedule of fees related to various zoning services including those related to variance application requests; and

WHEREAS, on May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance fees and found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule; and

WHEREAS, on July 17, 2018, after hearing the Planning and Zoning Board’s report of their findings, the Town Council directed the Town manager to adjust the variance fee schedule to recover the full cost of providing the service; and

WHEREAS, on September 19, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on May 22, 2019, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item with modifications at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on May____, 2019, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on _____, 2019, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Section 13-2102, of the Town's Land Development Code is hereby amended as provided at Exhibit A:

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of May 2019

[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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A
ORDINANCE

Chapter 13 LAND DEVELOPMENT CODE

* * *

ARTICLE XI. - FEES

* * *

Sec. 13-2102. - Fees for planning and zoning approvals.

Fees and/or cost recovery deposits for planning and zoning approvals are hereby adopted as set forth in the fee schedule for planning and zoning approvals maintained by the Town Clerk. The fee schedule for planning and zoning approvals may be amended from time to time by resolution of the Town Council.

Fee Schedule for Planning and Zoning Approvalsⁱ

	Development Approval Requested	Application Fee	Deposit
* * *			
2.	Variances		
2.1	Additional fee for each variance in an application after the first three	\$150.00 for each additional variance after the first three	
2.2	Administrative, and public hearing fence, driveway, deck, or walkway	\$350.00 plus notification and recording costs <u>\$450.00</u> (for notification and recording)	\$650.00 [*]
2.3	Public hearing		
2.3.1	One single-family, two-family, or townhouse unit <u>2,500 square feet or half (½)-acre property or less</u>	\$750.00 plus notification and recording costs <u>\$1,750</u>	\$650.00 [*]
2.3.2	<u>One single-family, two-family, or townhouse unit 2,500 square feet or half (½)-acre property or more</u>	<u>Cost Recovery</u>	<u>\$3,000</u>

2.3.2 2.3.3	Multifamily	\$1,100.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00[*] <u>\$4,000</u>
2.3.3 2.3.4	Commercial and industrial	\$1,700.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00[*] <u>\$4,500</u>
2.3.4 2.3.5	Signs	\$1,100.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00[*] <u>\$4,200</u>
2.3.5 2.3.6	Town Council rehearing of P&Z Board Decision	No application fee. Cost recovery only. See deposit in right column. <u>Cost Recovery</u>	\$650.00[*] <u>\$2,000</u>
2.3.6 2.3.7	All others	\$1,100.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00[*] <u>\$4,000</u>
* * *			



Planning Office

6601 Main Street • Miami Lakes, Florida 33014

Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council
From: Edward Pidermann, Town Manager
Subject: Variance Application Fees
Date: July 16, 2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, “LAND DEVELOPMENT CODE”, AT ARTICLE XI, “FEES”, AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; INCLUDING ALL NOTIFICATION COSTS INTO THE VARIANCE FEES OF ADMINISTRATIVE VARIANCES AND VARIANCES FOR SINGLE FAMILY PROPERTIES OF LESS THAN HALF (½) ACRE OR 2,500 SQUARE FEET; REQUIRING ALL OTHER VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (J. Rodriguez)

A. BACKGROUND

On May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance application fees. The Board found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule. The Board subsequently presented this finding to the Town Council on July 17, 2018. Based on the information presented, the town Council directed the Town manager to adjust variance fee schedule to recover the full cost of providing the service.

On September 19, 2019, the Planning and Zoning board heard the ordinance in a different form that required cost recovery from all applications, including single family, and voted to advise approval by the Town Council as proposed, with the condition that if an applicant requests a line-item expense report that it be provided to the applicant. Minutes of the meeting are provided as an attachment to this report.

Attached to this report is an analysis performed by staff that reflects the average cost of typical variance by each classified type. Please note, the numbers presented are aggregated averages from the years 2017 and 2018 and do not necessarily reflect the cost of any one request. As

such, the cost recovery system is designed to take an initial deposit to begin processing the application. Should the deposit be deficient based on charges relating to processing the variance, the applicant will be required to make additional deposits in order to continue the review process. Any remaining balance on a deposit(s) that is not charged to the variance application is refunded back to the applicant upon full completion of the variance process.

B. PROPOSED CHANGES

Section 13-2102 is amended to require all variance applications for commercial, multifamily, and single-family properties with improvements over 2,500 sf or lots over ½ acre in size to be on a cost recovery basis. Administrative variances and single-family properties with improvements under 2,500 sf or lots under ½ acre in size are proposed to remain fee based, but the required fees are amended to include notification costs. Proposed deposits and fees for each variance type are as follows:

Development Approval Requested	Application Fee	Deposit
Variances		
Additional fee for each variance in an application after the first	\$150.00 for each additional variance after the first	
Administrative	\$1,500	
<i>Public Hearing Items</i>		
One single-family, two-family, or townhouse unit 2,500 square feet or half (½)-acre property or less	\$1,750	
One single-family, two-family, or townhouse unit 2,500 square feet or half (½)-acre property or more	Cost Recovery	\$3,000
Multifamily	Cost Recovery	\$4,000
Commercial and industrial	Cost Recovery	\$4,500
Signs	Cost Recovery	\$4,200
Town Council rehearing of P&Z Board Decision	Cost Recovery	\$2,000
All others	Cost Recovery	\$4,000

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-2102 as it relates to variance application fees.

D. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. **Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.**

Analysis: The Comprehensive Development Master Plan does not address variance application fees. The proposed ordinance has no impact on concurrency management.

Finding: Complies

2. **Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. Amendment of the code makes the fee consistent with other zoning applications that are also based on cost recovery.

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 Sections “A”, Background; and “B”, Proposed Changes, and Criteria “2”, of this report. A recent study performed by Town staff revealed that the existing variance application fee was insufficient in covering the full cost of the service. The result is that such applications are being subsidized by the general taxpayer. The amendment puts the full cost of the service on the applicant that is requesting it.

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 Sections “A”, Background; and “B”, Proposed Changes, and criteria “2” and “3” of this report. The proposed amendment does not change the list of permitted uses within any zoning district.

Finding: Complies.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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 Sections “A”, Background; and “B”, Proposed Changes, and criteria “2” and “3” of this report. The amendment ensures that full cost of a variance application is borne by the requestor and not subsidized by the tax payer.

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 Sections “A”, Background; and “B” of this report. The amendment does not change the criteria for approval of a variance request. As such it does not impact land use patterns.

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 Sections “A”, Background; and “B”, Proposed Changes; and Criteria 2, 3, and 7 of this report.

Finding: Complies.

10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

Analysis: See all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.

ATTACHMENT A

Variance Fee Study Tables

VARIANCE FEE SCHEDULE			
Type	Application Fee	Cost Recovery	Note
Administrative	350	650	Cost Recovery Notification and Recording Only
SFR, Two Family, Townhouse	750	650	Cost Recovery Notification and Recording Only
Multifamily	1100	650	Cost Recovery Notification and Recording Only
Commercial Industrial	1700	650	Cost Recovery Notification and Recording Only
Signs	1100	650	Cost Recovery Notification and Recording Only

	Admin Var	SFR	MultiFamily	Comm/Indust	Sign Var.
Initial Fee and Deposit Collected	\$ 1,000.00	\$ 1,400.00	\$ 1,750.00	\$ 2,350.00	\$ 1,750.00
Additional fee or (Refund) Collected	(\$227.50)	(\$107.37)	\$12.63	\$22.63	\$22.63
Total Cost by Applicant	\$ 772.50	\$ 1,292.63	\$ 1,762.63	\$ 2,372.63	\$ 1,772.63
Total Cost to Process Application	\$ 1,871.90	\$ 3,067.37	\$ 4,208.18	\$ 4,412.36	\$ 4,196.60
Total Amount Paid by Applicant	\$ 772.50	\$ 1,292.63	\$ 1,762.63	\$ 2,372.63	\$ 1,772.63
Total Unrecovered Town Cost	\$ (1,099.40)	\$ (1,774.74)	\$ (2,445.55)	\$ (2,039.73)	\$ (2,423.97)

TYPICAL ADMINISTRATIVE VARIANCE			
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$422.50	650	\$227.50
Fee Based Service	\$ 1,449.40	350	(\$1,099.40)
Total	\$ 1,871.90	\$ 1,000.00	
Unused Cost recovery refunded to applicant			\$227.50
Total applicant Cost			\$ 772.50
COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	
ICA Senior Planner (hrs)	5.5	\$ 55.00	\$302.50
Signs	1 Signs @ \$10.00	In-House	\$10.00
Mailing	100 Envelops @ \$0.65	In-House	\$65.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$422.50

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	1.5	73.06	109.59
Development Orde editing	2	73.06	146.12
Board Briefings		73.06	0
Hearing Prep		73.06	0
Hearing		73.06	0
meetings and misc	1	73.06	73.06
Site Visit	0.5	73.06	36.53
afteraction	0.5	73.06	36.53
Total	5.5	73.06	\$ 401.83
ICA Senior Planner (hrs)			
preapplication meeting	1	\$ 55.00	55
Materials Prep	1	\$ 55.00	55
Plan Review	2	\$ 55.00	110
mailer prep	1	\$ 55.00	55
meetings and misc	3	\$ 55.00	165
Site Visit	0.5	\$ 55.00	27.5
Development Order writing	6	\$ 55.00	330
Uploading Novus	0	\$ 55.00	0
Hearing		\$ 55.00	0
afteraction	0.5	\$ 55.00	27.5
Total	15	\$ 55.00	\$ 825.00
Zoning Oficial (hrs)	1	\$ 52.18	\$52.18
PW Director	0	\$ 66.57	\$0.00
Transportation Manager	0	\$ 50.07	\$0.00
Arborist	0	\$ 38.87	\$0.00
Legal Review	0	\$ 200.00	\$0.00
Planning Tech (hrs)			
Application Intake	0.5	\$ 26.76	13.38
Resolution Processing	0.5	\$ 26.76	13.38
Total	1		26.76
STAFF SUBTOTAL			\$ 1,305.77
11% Admin Overhead			\$ 143.63
STAFF FINAL TOTAL			\$ 1,449.40

TYPICAL SINGLE FAMILY - TWO FAMILY - TOWNHOUSE VARIANCE FOR PUBLIC HEARING
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT

Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$542.63	650	\$107.37
Fee Based Service	\$ 2,524.74	750	(\$1,774.74)
Total	\$ 3,067.37	\$ 1,400.00	
Unused Cost recovery refunded to applicant			\$107.37
Total applicant Cost			\$ 1,292.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING

ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	5.5	\$ 55.00	\$302.50
Signs	1 Signs @ \$10.00	In-House	\$10.00
Mailing	100 Envelops @ \$0.65	In-House	\$65.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$542.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES

POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	1.5	73.06	109.59
Development Order writing	2	73.06	146.12
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	1.5	73.06	109.59
Site Visit	0.5	73.06	36.53
afteraction	0.5	73.06	36.53
Total	10	73.06	\$ 730.60
ICA Senior Planner (hrs)			
preapplication meeting	1	\$ 55.00	55
Materials Prep	1.5	\$ 55.00	82.5
Plan Review	3.5	\$ 55.00	192.5
mailer prep	2	\$ 55.00	110
meetings and misc	3	\$ 55.00	165
Site Visit	0.5	\$ 55.00	27.5
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	0.5	\$ 55.00	27.5
Total	23	\$ 55.00	\$ 1,265.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director	0	\$ 66.57	\$0.00
Transportation Manager	0	\$ 50.07	\$0.00
Arborist	0	\$ 38.87	\$0.00
Legal Review	1	\$ 200.00	\$200.00
Planning Tech (hrs)			
Application Intake	0.5	\$ 26.76	13.38
Resolution Processing	0.5	\$ 26.76	13.38
Total	1		26.76
STAFF SUBTOTAL			\$ 2,274.54
11% Admin Overhead			\$ 250.20
STAFF FINAL TOTAL			\$ 2,524.74

TYPICAL MULTIFAMILY VARIANCE FOR PUBLIC HEARING

SUMMARY OF EXPENDITURES AND FEE/DEPOSIT

Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$662.63	650	(\$12.63)
Fee Based Service	\$ 3,545.55	1100	(\$2,445.55)
Total	\$ 4,208.18	\$ 1,750.00	
Unused Cost recovery refunded to applicant			(\$12.63)
Total applicant Cost			\$ 1,762.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING

ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	6.5	\$ 55.00	\$357.50
Signs	2 Signs @ \$10.00	In-House	\$10.00
Mailing	200 Envelops @ \$0.65	In-House	\$130.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$662.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES

POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	15.5	73.06	\$ 1,132.43
ICA Senior Planner (hrs)			
preapplication meeting	2	\$ 55.00	110
Materials Prep	3	\$ 55.00	165
Plan Review	6	\$ 55.00	330
mailer prep	2	\$ 55.00	110
meetings and misc	4	\$ 55.00	220
Site Visit	1	\$ 55.00	55
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	1	\$ 55.00	55
Total	30	\$ 55.00	\$ 1,650.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director	0	\$ 66.57	\$0.00
Transportation Manager	0	\$ 50.07	\$0.00
Arborist	0.5	\$ 38.87	\$19.44
Legal Review	1.5	\$ 200.00	\$300.00
Planning Tech (hrs)			
Application Intake	1	\$ 26.76	26.76
Resolution Processing	0.5	\$ 26.76	13.38
Total	1.5		40.14
STAFF SUBTOTAL			\$ 3,194.19
11% Admin Overhead			\$ 351.36
STAFF FINAL TOTAL			\$ 3,545.55

TYPICAL COMMERCIAL AND INDUSTRIAL VARIANCE FOR PUBLIC HEARING			
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$672.63	650	(\$22.63)
Fee Based Service	\$ 3,739.73	1700	(\$2,039.73)
Total	\$ 4,412.36	\$ 2,350.00	
Unused Cost recovery refunded to applicant			(\$22.63)
Total applicant Cost			\$ 2,372.63
COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	6.5	\$ 55.00	\$357.50
Signs	2 Signs @ \$10.00	In-House	\$20.00
Mailing	200 Envelops @ \$0.65	In-House	\$130.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$672.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	15.5	73.06	\$ 1,132.43
ICA Senior Planner (hrs)			
preapplication meeting	2	\$ 55.00	110
Materials Prep	3	\$ 55.00	165
Plan Review	6	\$ 55.00	330
mailer prep	2	\$ 55.00	110
meetings and misc	4	\$ 55.00	220
Site Visit	1	\$ 55.00	55
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	1	\$ 55.00	55
Total	30	\$ 55.00	\$ 1,650.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director	1	\$ 66.57	\$66.57
Transportation Manager	1	\$ 50.07	\$50.07
Arborist	2	\$ 38.87	\$77.74
Legal Review	1.5	\$ 200.00	\$300.00
Planning Tech (hrs)			
Application Intake	1	\$ 26.76	26.76
Resolution Processing	0.5	\$ 26.76	13.38
Total	1.5		40.14
	STAFF SUBTOTAL		\$ 3,369.13
	11% Admin Overhead		\$ 370.60
	STAFF FINAL TOTAL		\$ 3,739.73

TYPICAL SIGN VARIANCE FOR PUBLIC HEARING			
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$672.63	\$ 650.00	(\$22.63)
Fee Based Service	\$ 3,523.97	\$ 1,100.00	(\$2,423.97)
Total	\$ 4,196.60	\$ 1,750.00	
Unused Cost recovery refunded to applicant			(\$22.63)
Total applicant Cost			\$ 1,772.63
COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	6.5	\$ 55.00	\$357.50
Signs	2 Signs @ \$10.00	In-House	\$20.00
Mailing	200 Envelops @ \$0.65	In-House	\$130.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$672.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	15.5	73.06	\$ 1,132.43
ICA Senior Planner (hrs)			
preapplication meeting	2	\$ 55.00	110
Materials Prep	3	\$ 55.00	165
Plan Review	6	\$ 55.00	330
mailer prep	2	\$ 55.00	110
meetings and misc	4	\$ 55.00	220
Site Visit	1	\$ 55.00	55
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	1	\$ 55.00	55
Total	30	\$ 55.00	\$ 1,650.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director		\$ 66.57	\$0.00
Transportation Manager		\$ 50.07	\$0.00
Arborist		\$ 38.87	\$0.00
Legal Review	1.5	\$ 200.00	\$300.00
Planning Tech (hrs)			
Application Intake	1	\$ 26.76	26.76
Resolution Processing	0.5	\$ 26.76	13.38
Total	1.5		40.14
	STAFF SUBTOTAL		\$ 3,174.75
	11% Admin Overhead		\$ 349.22
	STAFF FINAL TOTAL		\$ 3,523.97



Town of Miami Lakes Memorandum

To: Honorable Chair and Members of the Local Planning Agency
From: Susana Alonso, AICP, Principal Planner
Subject: Variance Fees
Date: 9/19/2018

Recommendation:

The Planning and Zoning Board, acting in their capacity as the Local Planning Agency, recommends to the Town Council that the variance fee schedule be amended to ensure full cost recovery for all variances requests.

Background:

At our May 16, 2018, the Planning and Zoning Board (Board) meeting voted to forward a recommendation to the Town Council that Section 13-2102 be reviewed and amended to ensure all costs associated with a variance, regardless of type, is fully recovered. What the Board discovered in our discussion was that the current fee schedule for variances is broken into two parts: (1) a cost recovery fee to cover expenses related to advertising and recordation, and (2) a one-time fee for the rest of the costs associate with processing the application. Information provided by staff showed that on average, the Town loses money when processing a variance application. It is the Board's desire that no cost related to a variance is borne by the tax payers of the Town. Please see attached minutes of hearing.

ATTACHMENTS:

Description

[Ordinance](#)

[Staff Report](#)

[Exhibit](#)

[Planning Board Report](#)

[Planning Board Minutes](#)

ORDINANCE NO. 18- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE XI, "FEES", AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; REQUIRING ALL VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article XI, "Fees" establishes a schedule of fees related to various zoning services including those related to variance application requests; and

WHEREAS, on May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance fees and found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule; and

WHEREAS, on September ____, 2018, after hearing the Planning and Zoning Board's report of their findings, the Town Council directed the Town manager to adjust variance fee schedule to recover the full cost of providing the service; and

WHEREAS, on October ____, 2018, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on November ____, 2018, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

**THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN
OF MIAMI LAKES AS FOLLOWS:**

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Section 13-2102, of the Town's Land Development Code is hereby amended as provided at Exhibit A:

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Article", "Division" or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed on first reading this _____ day of October, 2018.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

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

Passed and adopted on second reading this _____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A
ORDINANCE

Chapter 13 LAND DEVELOPMENT CODE

* * *

ARTICLE XI. - FEES

* * *

Sec. 13-2102. - Fees for planning and zoning approvals.

Fees and/or cost recovery deposits for planning and zoning approvals are hereby adopted as set forth in the fee schedule for planning and zoning approvals maintained by the Town Clerk. The fee schedule for planning and zoning approvals may be amended from time to time by resolution of the Town Council.

Fee Schedule for Planning and Zoning Approvals ⁱ

	Development Approval Requested	Application Fee	Deposit
* * *			
2.	Variances		
2.1	Additional fee for each variance in an application after the first three	\$50.00 for each additional variance after the first three	
2.2	Administrative	\$350.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00 * <u>\$1,500</u>
2.3	Public hearing		
2.3.1	One single-family, two-family, or townhouse unit	\$750.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00 * <u>\$3,000</u>
2.3.2	Multifamily	\$1,100.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00 * <u>\$4,000</u>

2.3.3	Commercial and industrial	\$1,700.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00[*] <u>\$4,500</u>
2.3.4	Signs	\$1,100.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00[*]
2.3.5	Town Council rehearing of P&Z Board Decision	No application fee. Cost recovery only. See deposit in right column. <u>Cost Recovery</u>	\$650.00[*] <u>\$2,000</u>
2.3.6	All others	\$1,100.00 plus notification and recording costs <u>Cost Recovery</u>	\$650.00[*] <u>\$4,000</u>
* * *			



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 Chair and Members of the Local Planning Agency
From: Susana Alonso, AICP, Principal Planner
Subject: Variance Application Fees
Date: September 19, 2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE XI, "FEES", AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; REQUIRING ALL VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Town Council)

A. BACKGROUND

On May 16, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, initiated a new business item to review variance application fees. The Board found, based on preliminary research provided by Town Staff, that the Town was subsidizing many variance requests above and beyond the existing fee schedule. The Board subsequently presented this finding to the Town Council on July 17, 2018. Based on the information presented, the town Council directed the Town manager to adjust variance fee schedule to recover the full cost of providing the service.

Attached to this report is an analysis performed by staff that reflects the average cost of typical variance by each classified type. Please note, the numbers presented are aggregated averages and do not necessarily reflect the cost of any one request. As such, the cost recovery system is designed to take an initial deposit to begin processing the application. Should the deposit be deficient based on charges relating to processing the variance, the applicant will be required to make additional deposits in order to continue the review process. Any remaining balance on a deposit(s) that is not charged to the variance application is refunded back to the applicant upon full completion of the variance process.

B. PROPOSED CHANGES

Section 13-2102 is amended to require all variance application are to be on a cost recovery basis. Deposits for each variance type are as follows:

Development Approval Requested	Application Fee	Deposit
Variances		
Additional fee for each variance in an application after the first three	\$50.00 for each additional variance after the first three	
Administrative	Cost Recovery	\$1,500
<i>Public Hearing Items</i>		
One single-family, two-family, or townhouse unit	Cost Recovery	\$3,000
Multifamily	Cost Recovery	\$4,000
Commercial and industrial	Cost Recovery	\$4,500
Signs	Cost Recovery	\$4,200
Town Council rehearing of P&Z Board Decision	Cost Recovery	\$2,000
All others	Cost Recovery	\$4,000

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-2102 as it relates to variance application fees.

D. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

- Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.**

Analysis: The Comprehensive Development Master Plan does not address variance application fees. The proposed ordinance has no impact on concurrency management.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. Amendment of the code makes the fee consistent with other zoning applications that are also based on cost recovery.

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 Sections “A”, Background; and “B”, Proposed Changes, and Criteria “2”, of this report. A recent study performed by Town staff revealed that the existing variance application fee was insufficient in covering the full cost of the service. The result is that such application are being subsidized by the general tax payer. The amendment puts the full cost of the service on the applicant that is requesting it.

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 Sections “A”, Background; and “B”, Proposed Changes, and criteria “2” and “3” of this report. The proposed amendment does not change the list of permitted uses within any zoning district.

Finding: Complies.

5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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 Sections “A”, Background; and “B”, Proposed Changes, and criteria “2” and “3” of this report. The amendment ensures that full cost of a variance application is borne by the requestor and not subsidized by the tax payer.

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 Sections “A”, Background; and “B” of this report. The amendment does not change the criteria for approval of a variance request. As such it does not impact land use patterns.

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 Sections “A”, Background; and “B”, Proposed Changes; and Criteria 2, 3, and 7 of this report.

Finding: Complies.

10. **Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

Analysis: See all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.

ATTACHMENT A

Variance Fee Study Tables

VARIANCE FEE SCHEDULE			
Type	Application Fee	Cost Recovery	Note
Administrative	350	650	Cost Recovery Notification and Recording Only
SFR, Two Family, Townhouse	750	650	Cost Recovery Notification and Recording Only
Multifamily	1100	650	Cost Recovery Notification and Recording Only
Commercial Industrial	1700	650	Cost Recovery Notification and Recording Only
Signs	1100	650	Cost Recovery Notification and Recording Only

	Admin Var	SFR	MultiFamily	Comm/Indust	Sign Var.
Initial Fee and Deposit Collected	\$ 1,000.00	\$ 1,400.00	\$ 1,750.00	\$ 2,350.00	\$ 1,750.00
Additional fee or (Refund) Collected	(\$227.50)	(\$107.37)	\$12.63	\$22.63	\$22.63
Total Cost by Applicant	\$ 772.50	\$ 1,292.63	\$ 1,762.63	\$ 2,372.63	\$ 1,772.63
Total Cost to Process Application	\$ 1,871.90	\$ 3,067.37	\$ 4,208.18	\$ 4,412.36	\$ 4,196.60
Total Amount Paid by Applicant	\$ 772.50	\$ 1,292.63	\$ 1,762.63	\$ 2,372.63	\$ 1,772.63
Total Unrecovered Town Cost	\$ (1,099.40)	\$ (1,774.74)	\$ (2,445.55)	\$ (2,039.73)	\$ (2,423.97)

TYPICAL ADMINISTRATIVE VARIANCE			
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$422.50	650	\$227.50
Fee Based Service	\$ 1,449.40	350	(\$1,099.40)
Total	\$ 1,871.90	\$ 1,000.00	
Unused Cost recovery refunded to applicant			\$227.50
Total applicant Cost			\$ 772.50
COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	
ICA Senior Planner (hrs)	5.5	\$ 55.00	\$302.50
Signs	1 Signs @ \$10.00	In-House	\$10.00
Mailing	100 Envelops @ \$0.65	In-House	\$65.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$422.50

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	1.5	73.06	109.59
Development Orde editing	2	73.06	146.12
Board Briefings		73.06	0
Hearing Prep		73.06	0
Hearing		73.06	0
meetings and misc	1	73.06	73.06
Site Visit	0.5	73.06	36.53
afteraction	0.5	73.06	36.53
Total	5.5	73.06	\$ 401.83
ICA Senior Planner (hrs)			
preapplication meeting	1	\$ 55.00	55
Materials Prep	1	\$ 55.00	55
Plan Review	2	\$ 55.00	110
mailer prep	1	\$ 55.00	55
meetings and misc	3	\$ 55.00	165
Site Visit	0.5	\$ 55.00	27.5
Development Order writing	6	\$ 55.00	330
Uploading Novus	0	\$ 55.00	0
Hearing		\$ 55.00	0
afteraction	0.5	\$ 55.00	27.5
Total	15	\$ 55.00	\$ 825.00
Zoning Oficial (hrs)	1	\$ 52.18	\$52.18
PW Director	0	\$ 66.57	\$0.00
Transportation Manager	0	\$ 50.07	\$0.00
Arborist	0	\$ 38.87	\$0.00
Legal Review	0	\$ 200.00	\$0.00
Planning Tech (hrs)			
Application Intake	0.5	\$ 26.76	13.38
Resolution Processing	0.5	\$ 26.76	13.38
Total	1		26.76
STAFF SUBTOTAL			\$ 1,305.77
11% Admin Overhead			\$ 143.63
STAFF FINAL TOTAL			\$ 1,449.40

TYPICAL SINGLE FAMILY - TWO FAMILY - TOWNHOUSE VARIANCE FOR PUBLIC HEARING
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT

Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$542.63	650	\$107.37
Fee Based Service	\$ 2,524.74	750	(\$1,774.74)
Total	\$ 3,067.37	\$ 1,400.00	
Unused Cost recovery refunded to applicant			\$107.37
Total applicant Cost			\$ 1,292.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING

ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	5.5	\$ 55.00	\$302.50
Signs	1 Signs @ \$10.00	In-House	\$10.00
Mailing	100 Envelops @ \$0.65	In-House	\$65.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$542.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES

POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	1.5	73.06	109.59
Development Order writing	2	73.06	146.12
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	1.5	73.06	109.59
Site Visit	0.5	73.06	36.53
afteraction	0.5	73.06	36.53
Total	10	73.06	\$ 730.60
ICA Senior Planner (hrs)			
preapplication meeting	1	\$ 55.00	55
Materials Prep	1.5	\$ 55.00	82.5
Plan Review	3.5	\$ 55.00	192.5
mailer prep	2	\$ 55.00	110
meetings and misc	3	\$ 55.00	165
Site Visit	0.5	\$ 55.00	27.5
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	0.5	\$ 55.00	27.5
Total	23	\$ 55.00	\$ 1,265.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director	0	\$ 66.57	\$0.00
Transportation Manager	0	\$ 50.07	\$0.00
Arborist	0	\$ 38.87	\$0.00
Legal Review	1	\$ 200.00	\$200.00
Planning Tech (hrs)			
Application Intake	0.5	\$ 26.76	13.38
Resolution Processing	0.5	\$ 26.76	13.38
Total	1		26.76
STAFF SUBTOTAL			\$ 2,274.54
11% Admin Overhead			\$ 250.20
STAFF FINAL TOTAL			\$ 2,524.74

TYPICAL MULTIFAMILY VARIANCE FOR PUBLIC HEARING

SUMMARY OF EXPENDITURES AND FEE/DEPOSIT

Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$662.63	650	(\$12.63)
Fee Based Service	\$ 3,545.55	1100	(\$2,445.55)
Total	\$ 4,208.18	\$ 1,750.00	
Unused Cost recovery refunded to applicant			(\$12.63)
Total applicant Cost			\$ 1,762.63

COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING

ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	6.5	\$ 55.00	\$357.50
Signs	2 Signs @ \$10.00	In-House	\$10.00
Mailing	200 Envelops @ \$0.65	In-House	\$130.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$662.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES

POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	15.5	73.06	\$ 1,132.43
ICA Senior Planner (hrs)			
preapplication meeting	2	\$ 55.00	110
Materials Prep	3	\$ 55.00	165
Plan Review	6	\$ 55.00	330
mailer prep	2	\$ 55.00	110
meetings and misc	4	\$ 55.00	220
Site Visit	1	\$ 55.00	55
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	1	\$ 55.00	55
Total	30	\$ 55.00	\$ 1,650.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director	0	\$ 66.57	\$0.00
Transportation Manager	0	\$ 50.07	\$0.00
Arborist	0.5	\$ 38.87	\$19.44
Legal Review	1.5	\$ 200.00	\$300.00
Planning Tech (hrs)			
Application Intake	1	\$ 26.76	26.76
Resolution Processing	0.5	\$ 26.76	13.38
Total	1.5		40.14
STAFF SUBTOTAL			\$ 3,194.19
11% Admin Overhead			\$ 351.36
STAFF FINAL TOTAL			\$ 3,545.55

TYPICAL COMMERCIAL AND INDUSTRIAL VARIANCE FOR PUBLIC HEARING			
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$672.63	650	(\$22.63)
Fee Based Service	\$ 3,739.73	1700	(\$2,039.73)
Total	\$ 4,412.36	\$ 2,350.00	
Unused Cost recovery refunded to applicant			(\$22.63)
Total applicant Cost			\$ 2,372.63
COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	6.5	\$ 55.00	\$357.50
Signs	2 Signs @ \$10.00	In-House	\$20.00
Mailing	200 Envelops @ \$0.65	In-House	\$130.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$672.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	15.5	73.06	\$ 1,132.43
ICA Senior Planner (hrs)			
preapplication meeting	2	\$ 55.00	110
Materials Prep	3	\$ 55.00	165
Plan Review	6	\$ 55.00	330
mailer prep	2	\$ 55.00	110
meetings and misc	4	\$ 55.00	220
Site Visit	1	\$ 55.00	55
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	1	\$ 55.00	55
Total	30	\$ 55.00	\$ 1,650.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director	1	\$ 66.57	\$66.57
Transportation Manager	1	\$ 50.07	\$50.07
Arborist	2	\$ 38.87	\$77.74
Legal Review	1.5	\$ 200.00	\$300.00
Planning Tech (hrs)			
Application Intake	1	\$ 26.76	26.76
Resolution Processing	0.5	\$ 26.76	13.38
Total	1.5		40.14
	STAFF SUBTOTAL		\$ 3,369.13
	11% Admin Overhead		\$ 370.60
	STAFF FINAL TOTAL		\$ 3,739.73

TYPICAL SIGN VARIANCE FOR PUBLIC HEARING			
SUMMARY OF EXPENDITURES AND FEE/DEPOSIT			
Type	Expenditure	Fee/Deposit	Balance
Advertising and Recording	\$672.63	\$ 650.00	(\$22.63)
Fee Based Service	\$ 3,523.97	\$ 1,100.00	(\$2,423.97)
Total	\$ 4,196.60	\$ 1,750.00	
Unused Cost recovery refunded to applicant			(\$22.63)
Total applicant Cost			\$ 1,772.63
COST RECOVERY SERVICES RELATED TO ADVERTISING AND RECORDING			
ALM Media	News Paper Ad	Typical	\$120.13
ICA Senior Planner (hrs)	6.5	\$ 55.00	\$357.50
Signs	2 Signs @ \$10.00	In-House	\$20.00
Mailing	200 Envelops @ \$0.65	In-House	\$130.00
Recording	Simplifile	estimated	\$45.00
Cost Recovery Subtotal			\$672.63

FEE BASED (NON-COST RECOVERY) SERVICE EXPENDITURES			
POSITION	HOURS	RATE	TOTAL
Planning Director(hrs)			
Staff Report editing	3	73.06	219.18
Development Order writing	4	73.06	292.24
Board Briefings	2	73.06	146.12
Hearing Prep	0.5	73.06	36.53
Hearing	1.5	73.06	109.59
meetings and misc	3	73.06	219.18
Site Visit	0.5	73.06	36.53
afteraction	1	73.06	73.06
Total	15.5	73.06	\$ 1,132.43
ICA Senior Planner (hrs)			
preapplication meeting	2	\$ 55.00	110
Materials Prep	3	\$ 55.00	165
Plan Review	6	\$ 55.00	330
mailer prep	2	\$ 55.00	110
meetings and misc	4	\$ 55.00	220
Site Visit	1	\$ 55.00	55
Staff Report writing	9	\$ 55.00	495
Uploading Novus	0.5	\$ 55.00	27.5
Hearing	1.5	\$ 55.00	82.5
afteraction	1	\$ 55.00	55
Total	30	\$ 55.00	\$ 1,650.00
Zoning Official (hrs)	1	\$ 52.18	\$52.18
PW Director		\$ 66.57	\$0.00
Transportation Manager		\$ 50.07	\$0.00
Arborist		\$ 38.87	\$0.00
Legal Review	1.5	\$ 200.00	\$300.00
Planning Tech (hrs)			
Application Intake	1	\$ 26.76	26.76
Resolution Processing	0.5	\$ 26.76	13.38
Total	1.5		40.14
	STAFF SUBTOTAL		\$ 3,174.75
	11% Admin Overhead		\$ 349.22
	STAFF FINAL TOTAL		\$ 3,523.97



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Planning & Zoning Board Members
Subject: Planning & Zoning Board Report
Date: 7/17/2018

Recommendation:

Please see attached Minutes from the May 16, P&Z Board Meeting.

ATTACHMENTS:

Description

May 16, 2018 P&Z Minutes

MINUTES
Planning and Zoning Minutes
May 16, 2018
6:30 P.M.
Government Center
6601 Main Street, Miami Lakes, FL 33014

1. Call to Order:

Chairman Jeffrey Rodriguez called the meeting to order at 6:30 p.m.

2. Roll Call:

The Deputy Town Clerk, Nicole Cuellar, called the roll with the following Board Members being present: Homero Cruz, Ameli Padron-Fragetta, Jeffrey Rodriguez, Vice Chairman Raul De la Sierra, and Chairman Fred Senra. Board Member Avelino Leoncio arrived at 6:31 p.m. and Robert Julia arrived at 6:40 p.m.

3. Pledge of Allegiance/Moment of Silence:

Chairman Fred Senra led the Pledge of Allegiance and the Invocation.

4. Business Requiring Board Action:

- A. Respectfully submitting a request to Town Council, to discuss and instruct staff to analyze a revision of Section 13.2102 of the Town Code regarding application and cost recovery fees on applications for variances to be tiered based on the scope of the variance requested.

Director of Planning, Darby Del Salle, explained the current process of application for variances and answered questions posed by the Board Members.

After some discussion, Board Member Leoncio made a motion requesting that the Town Council, through the Town Manager, have staff review variance fees to ensure that the Town is not running a deficit and that cost recoveries opportunities are accounted for. Board Member Padron-Fragetta seconded the motion. The Deputy Town Clerk called the roll and the motion passed, 6-1, with Board Member Julia in opposition.

Chairman Senra made a motion nominating Board Member Leoncio and Vice Chairman De la Sierra to speak before the Town Council regarding the motion referenced above. Vice Chairman De la Sierra seconded the motion and the motion passed unanimously.


Director's Report:

There was no Director's report.

Adjournment:

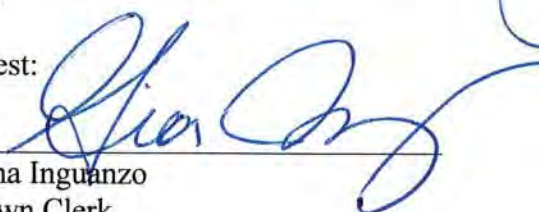
There being no further business to come before the Board, the meeting adjourned at 7:38 P.M.

Approved this 20th day of June 2018.



Fred Senra
Chairman

Attest:



Gina Inguanzo
Town Clerk

MINUTES
Planning and Zoning Minutes
May 16, 2018
6:30 P.M.
Government Center
6601 Main Street, Miami Lakes, FL 33014

1. Call to Order:

Chairman Jeffrey Rodriguez called the meeting to order at 6:30 p.m.

2. Roll Call:

The Deputy Town Clerk, Nicole Cuellar, called the roll with the following Board Members being present: Homero Cruz, Ameli Padron-Fragetta, Jeffrey Rodriguez, Vice Chairman Raul De la Sierra, and Chairman Fred Senra. Board Member Avelino Leoncio arrived at 6:31 p.m. and Robert Julia arrived at 6:40 p.m.

3. Pledge of Allegiance/Moment of Silence:

Chairman Fred Senra led the Pledge of Allegiance and the Invocation.

4. Business Requiring Board Action:

- A. Respectfully submitting a request to Town Council, to discuss and instruct staff to analyze a revision of Section 13.2102 of the Town Code regarding application and cost recovery fees on applications for variances to be tiered based on the scope of the variance requested.

Director of Planning, Darby Del Salle, explained the current process of application for variances and answered questions posed by the Board Members.

After some discussion, Board Member Leoncio made a motion requesting that the Town Council, through the Town Manager, have staff review variance fees to ensure that the Town is not running a deficit and that cost recoveries opportunities are accounted for. Board Member Padron-Fragetta seconded the motion. The Deputy Town Clerk called the roll and the motion passed, 6-1, with Board Member Julia in opposition.

Chairman Senra made a motion nominating Board Member Leoncio and Vice Chairman De la Sierra to speak before the Town Council regarding the motion referenced above. Vice Chairman De la Sierra seconded the motion and the motion passed unanimously.


Director's Report:

There was no Director's report.

Adjournment:

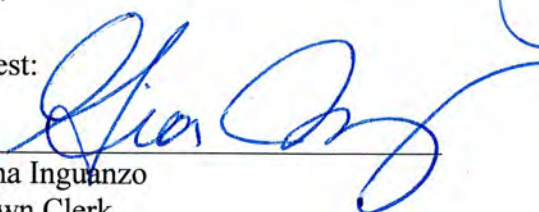
There being no further business to come before the Board, the meeting adjourned at 7:38 P.M.

Approved this 20th day of June 2018.



Fred Senra
Chairman

Attest:



Gina Inguanzo
Town Clerk

MINUTES
Planning and Zoning Minutes
September 19, 2018
6:30 P.M.
Government Center
6601 Main Street, Miami Lakes, FL 33014

1. Call to Order:

Chairman Fred Senra called the meeting to order at 6:32 p.m.

2. Roll Call:

The Deputy Town Clerk, Nicole Cuellar, called the roll with the following Board Members being present: Homero Cruz, Avelino Leoncio, Robert Julia, Ameli Padron-Fragetta, Mariam Yanes, Vice Chairman Raul De la Sierra, and Chairman Fred Senra.

3. Pledge of Allegiance/Moment of Silence:

Chairman Fred Senra led the Pledge of Allegiance and the Invocation.

4. Business Requiring Board Action:

A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED ROOFING TYPES FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AT SECTION 13-1608, RENAMING IT "SINGLE-FAMILY AND TWO-FAMILY ROOF REGULATIONS," AND PERMITTING STANDING METAL SEAM ROOFING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Assistant Town Attorney, Lorenzo Cobiella, read the title of the ordinance onto the record.

Principal Town Planner, Susana Alonso, explained and answered questions posed by the Board Members.

Vice Chairman De la Sierra motioned to approve item 4A as written and Board Member Julia seconded the motion. The Deputy Town Clerk called the roll and the motion passed, 5-2, with Board Members Robert Julia and Ameli Padron-Fragetta in opposition.

B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE XI, "FEES", AT SECTION 13-2102, RELATING TO VARIANCE APPLICATION FEES; REQUIRING ALL VARIANCE APPLICATIONS TO BE COST RECOVERY AND PROVIDING FOR INITIAL DEPOSITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY;

PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Assistant Town Attorney, Lorenzo Cobiella, read the title of the ordinance onto the record.

Board Member Leoncio motioned to approve item 4B as recommended by staff with the condition that if an applicant requests a line item expense, the line item be provided to the applicant. Board Member Padron-Fragetta seconded the motion. The Deputy Town Clerk called the roll and the motion passed, 5-2, with Board Members Robert Julia and Mariam Yanes in opposition.

- C. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED "DECKS AND WALKWAYS," PERMITTING A DECK TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Assistant Town Attorney, Lorenzo Cobiella, read the title of the ordinance onto the record.

Vice Chairman De la Sierra motioned to approve based on staff recommendations and Board Member Cruz seconded the motion.

Vice Chairman De la Sierra then amended his motion that only a 3-foot walkway be allowed in the interior lot between residences. Board Member Padron-Fragetta seconded the amendment. The Deputy Town Clerk called the roll and the amendment passed, 6-1, with the Board Member Padron-Fragetta in opposition.

Vice Chairman De la Sierra motioned to accept the motion as amended and Board Member Padron-Fragetta seconded the motion. The Deputy Town Clerk called the roll and the motion passed, 6-1, with Board Member Padron-Fragetta in opposition.

5. Director's Report:

Principal Town Planner, Susana Alonso, explained that there will be a Special Call Meeting for the Town Council on October 18th replacing the Planning & Zoning Board meeting. The Planning and Zoning Board meeting would then need to be moved to Thursday, October 4th, 2018 to have the Sober Homes Community item brought forth before the Special Call Meeting.

Chairman Senra motioned to approve the change of date. Board Member Cruz seconded the motion, and all were in favor.

Adjournment:

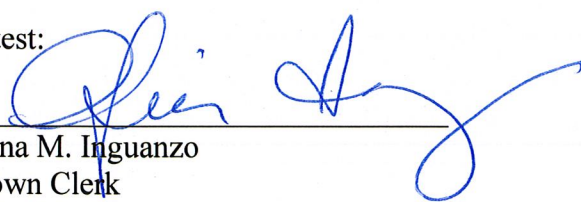
There being no further business to come before the Board, the meeting adjourned at 7:55 P.M.

Approved this 20th day of February 2019.



Fred Senra
Chairman

Attest:



Gina M. Inganzo
Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Parking of Commercial Vehicles in rights-of-ways
Date: 7/16/2019

Recommendation:

On February 5th, 2019, Town Council directed the Town Manager to explore the possibility of an ordinance to address street parking of commercial vehicles within the Town's rights-of-way. The Council was concerned that large commercial vehicles were parking with regularity in several streets adjacent to parks or residential areas, blocking visibility, encroaching onto travel lanes, sidewalks and swales, and creating potentially hazardous conditions. Additionally, staff found the current code lacking in adequate provisions for violations of parking regulations. The proposed ordinance seeks to clarify provisions for street parking of commercial vehicles within rights-of-way, and to provide for fees and procedures regarding any violations of parking regulations.

On April 17, 2019, the Town Planning Board heard the item and voted to recommend approval by the council recommendations.

On May 22, 2019, the Town Planning Board heard the item again in its current form, which includes modifications added to address prior recommendations of the planning board and voted to recommend approval by the council.

On June 4, 2019 the Town Council approved the item on first reading.

Background:

On February 5th, 2019, Town Council directed the Town Manager to explore the possibility of an ordinance to address street parking of commercial vehicles within the Town's rights-of-way. The Council was concerned that large commercial vehicles were parking with regularity in several streets adjacent to parks or residential areas, blocking visibility, encroaching onto travel lanes, sidewalks and swales, and creating potentially hazardous conditions. Additionally, staff found the current code lacking in adequate provisions for violations of parking regulations. The proposed ordinance seeks to clarify provisions for street parking of commercial vehicles within rights-of-way, and to provide for fees and procedures regarding any violations of parking regulations.

On April 17, 2019, the Town Planning Board heard the item and voted to recommend approval by the council recommendations.

On May 22, 2019, the Town Planning Board heard the item again in its current form, which includes modifications added to address prior recommendations of the planning board and voted to recommend approval by the council.

On June 4, 2019 the Town Council approved the item on first reading.

ATTACHMENTS:

Description

Ordinance

Staff Report

Map

ORDINANCE NO. 19-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PARKING OF COMMERCIAL VEHICLES; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR DEFINITIONS AND CATEGORIES; PROVIDING FOR PARKING REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 6th, 2018, the Town of Miami Lakes (the Town) Council adopted Ordinance 18-220, providing for Governmental Facilities and uses permitted; and

WHEREAS, the Town's rights-of-way are essential for the travel of persons and the transport of goods throughout the Town; and are a unique and physically limited resource requiring proper management by the Town in order to maximize efficiency, and promote the public health, safety and general welfare; and

WHEREAS, parking on Town's rights-of-way is limited and parking of commercial vehicles around residential areas and around public facilities such as parks, libraries, and other public buildings can constitute a nuisance, and present visibility and other safety concerns; and

WHEREAS, Section 13-1607 of the Town's code entitled "Commercial and recreational vehicles" prohibits parking on residential districts but does not provide for rights-of-way abutting both residential districts and other districts.

WHEREAS, overnight and long-term parking of commercial vehicles, as well as parking not incidental to services provided by the vehicle, should be done within private property in commercial or industrial areas; and

WHEREAS, adoption of the following ordinance is necessary to satisfy the above objectives; 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 May 22, 2019, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law,

and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

WHEREAS, on June 4, 2019, 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 _____, 2019, 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. Amendment. Section 13-1607 entitled *Commercial and recreational vehicles*, of the Town's Land Development Code is hereby amended as provided at Exhibit "A".

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,

Additions to the text are shown in underlined; deletions from the text are shown in ~~strike through~~.

Omitted portions of this ordinance are shown as “* * *”.

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 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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

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

[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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2019.

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

CHAPTER 13 LAND DEVELOPMENT CODE

* * *

ARTICLE VI. – SUPPLEMENTARY REGULATIONS

* * *

DIVISION 1. - GENERALLY

* * *

Sec. 13-1607. - Commercial and recreational vehicles.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercial vehicles are hereby defined and categorized as follows for the purpose of this section:

Category 1. A vehicle that is a taxicab, a limousine under twenty (20) feet in length or any passenger vehicle truck or van with a maximum height of eight (8) feet from the ground marked with a sign, letters, identification numbers or emblem advertising or associating it in any way with a commercial enterprise other than those which identify the vehicle maker or dealer. A sport utility vehicle marked with a sign, letters, identification numbers or emblem advertising or associating it in any way with a commercial enterprise, other than those which identify the vehicle maker or dealer, shall be considered as a Category 1 vehicle. For purposes of this section, a passenger vehicle bearing an emblem or lettering of a government entity shall also be considered as a Category 1 vehicle.

Category 2. A vehicle eight (8) feet or less in height that displays externally stored or mounted equipment, either in a fixed or temporary manner, including, but not limited to, food vending equipment, ladders, paint cans, lawn care equipment or fixtures and brackets necessary to carry such items. Trailers or utility trailers less than twenty (20) feet in length which are either enclosed or unenclosed shall also be included as Category 2 vehicles.

Category 3. A vehicle, other than a recreational vehicle as defined in this section, exceeding twenty (20) feet in length or more than eight (8) feet in height from the ground including, but not limited to, tow trucks, dump trucks, construction or earth moving vehicles or equipment and semi-tractors and trailers.

~~Commercial vehicle means any vehicle which displays, whether temporarily or permanently, any lettering, logo, or other markings which identify the vehicle as belonging to or used for any commercial purpose; and/or any vehicle on which is visible and is designed to carry cargo, supplies, merchandise, machinery, tools, equipment, racks, or other items of a commercial nature; any vehicle manufactured and commonly used as a work or commercial vehicle, including tow trucks; or any vehicle for hire such as but not limited to buses, jitneys, limousines or taxicabs.~~

Additions to the text are shown in underlined; deletions from the text are shown in ~~strike through~~.

Omitted portions of this ordinance are shown as “* * *”.

Off-road vehicle means any vehicle that is used off the roads or highways for recreational purposes and that is not registered and licensed for highway use in the State. Off-road vehicles include all-terrain vehicles (ATVs) and golf carts.

Recreational vehicle means a vehicle which provides sleeping and other facilities for short periods of time, while traveling or vacationing, designed to be towed behind a motor vehicle, placed on a vehicle or self-propelled, and includes such vehicles as travel trailers, camper trailers, pick-up coaches, motorized campers, motorized homes or other similar vehicles.

- (b) In order to maintain the high standards of the Town with respect to residential appearance, commercial trucks or other commercial vehicles, off-road vehicles, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description as defined herein, whether operable or inoperable, shall not be permitted to be parked or to be stored at any place on any lot, common area or right-of-way within any residentially zoned area in the Town unless they are stored fully inside a garage with the garage door fully closed. In addition, Category 1 vehicles, off-road vehicles, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description as defined herein, whether operable or inoperable shall not be permitted to be parked within any right-of-way which abuts either a residential district or a Government Facility that contains a park, a public playground, a public library, a fire station, a police station, or any other public use building; In addition, Category 1 vehicles shall not be parked overnight in any right of way within the Town Center. These prohibitions shall not apply to temporary parking of trucks and commercial vehicles during the performance of commercial services to nearby residences, businesses or public facilities and to the loading and unloading, for no more than 24 hours, of ~~recreational~~ +vehicles.
- (c) Category 2 and 3 vehicles shall not be permitted to be parked within any right-of-way located outside of industrial districts. This prohibition of parking shall not apply to temporary parking of any category of commercial vehicle during the performance of commercial services to nearby facilities of any designation.
- (d) All commercial vehicles may be parked in any legal parking space within private property located in office, commercial or industrial districts, including those properties used as residential properties that are located within office, commercial or industrial districts.
- (e) Marked and unmarked law enforcement and local government "take home" passenger vehicles may be permitted to be parked in driveways or legal parking spaces.
- (f) ~~All recreational vehicles, campers, and commercial vehicles that comply with the Town Code as of December 5, 2000, may be permitted if they are registered with the Town by April 18, 2005. Once the registered vehicle is sold no other recreational vehicle or commercial vehicle may be parked or stored on the property unless it complies with this Code.~~
- (f) Violations of these provisions are punishable as follows:
 - a. Any violation of this section is punishable by a civil fine of five-hundred dollars (\$500.00). Upon a repeat violation of these provisions, in addition to civil penalties, such vehicle may be towed or immobilized until all outstanding violations and enforcement costs have been paid. After 35 days of storage or immobilization, such vehicle may be disposed of pursuant to the provisions contained in Section 713.585, Florida Statutes.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of this ordinance are shown as “* * *”.

Any enforcement officer is hereby authorized to secure the assistance of the Miami-Dade Police Department to effect enforcement of these provisions.

- b. Whoever opposes, obstructs or resists an enforcement officer in the discharge of duties as provided in this section, upon conviction, shall be guilty of a misdemeanor of the second degree and shall be subject to punishment as provided by law.



Planning Office
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Council
From: Edward Pidermann, Town Manager
Subject: Parking of Commercial Vehicles in rights-of-ways
Date: July 16, 2019

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PARKING OF COMMERCIAL VEHICLES; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", PROVIDING FOR FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING FOR PARKING REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

A. BACKGROUND

On February 5th, 2019, Town Council directed the Town Manager to explore the possibility of an ordinance to address street parking of commercial vehicles within the Town's rights-of-way. The Council was concerned that large commercial vehicles were parking with regularity in several streets adjacent to parks or residential areas, blocking visibility, encroaching onto travel lanes, sidewalks and swales, and creating potentially hazardous conditions. Additionally, staff found the current code lacking in adequate provisions for violations of parking regulations. The proposed ordinance seeks to clarify provisions for street parking of commercial vehicles within rights-of-way, and to provide for fees and procedures regarding any violations of parking regulations.

On April 17, 2019, the Town Planning Board heard the item and voted to recommend approval by the council recommendations.

On May 22, 2019, the Town Planning Board heard the item again in its current form, which includes modifications added to address prior recommendations of the planning board and voted to recommend approval by the council.

On June 4, 2019 the Town Council approved the item on first reading.

B. PROPOSED CHANGES

The following described elements are presented in the same order that they appear in the proposed ordinance.

13-1607 (a) – added definitions for different categories of commercial vehicles.

13-1607 (b) – added language clarifying that category 1 commercial vehicles shall not be allowed to park in any right of way abutting either a residential district or a Government Facility that contains a park, a public playground, a public library, a fire station, a police station, or any other public use building. In addition, added language specifying that no commercial vehicles of any category may be parked overnight within the Town Center District.

13-1607 (c) – added language prohibiting parking of category 2 and 3 vehicles within any rights-of-way outside of industrial districts.

13-1607 (d) – added language clarifying that commercial vehicles of any category are allowed to be stored or parked within private property in commercial, office, and industrial districts, including within any property of residential use that is located within those districts.

13-1607(e) – Violations. Provides for civil fines of \$500 for violations, as well as towing or immobilization of repeat violators.

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-1607 as it relates to parking of commercial vehicles within the Town’s rights-of-way.

E. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. The ordinance provides for ensuring that rights-of-way remain free of any obstruction created by large commercial vehicles stationed in street parking spaces meant for personal private vehicles, as well as maintain the civic and/or residential character of the areas where

parking of commercial vehicles is prohibited. As proposed, and presented in Section “A”, and “B”, above, the amendment conforms to the following objectives of CDMP below.

Objective 2.3: RIGHT-OF-WAY PRESERVATION - Protect and reserve existing and future rights-of-way, for automobile, truck, transit, bicycle and pedestrian travel needs, to prevent structural encroachments and ensure adequate widths for maintenance of infrastructure identified in this Comprehensive Plan.

Objective 10A.5: RESIDENTIAL IDENTITY - Promote residential identity throughout the Town by encouraging individual design themes for residential neighborhoods.

Objective 10A.9: CIVIC FACILITIES - Establish community design standards to encourage positive community design elements for civic facilities.

Objective 10B.2: PARKS and OPEN SPACE - Protect and enhance the Town of Miami Lakes parks to provide opportunities for recreation and social gathering.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Sections “A”, Background; and “B”, Proposed Changes, of this report. The proposed ordinance seeks to clarify and extend existing regulations prohibiting parking of commercial vehicles in residential districts as well as to add provisions and procedures to deal with violations. The proposed amendment does not conflict with any of the Town’s existing provisions.

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 Sections “A”, Background; and “B”, Proposed Changes, of this report. The existing regulations prohibit parking of commercial vehicles in residential districts, but in cases where a residential district abuts a commercial or industrial district, they are interpreted to apply only to the side of the street that is immediately adjacent to the residential district, but not to the opposite side. As a result, several instances of large commercial vehicles parking on a long-term basis on several right-of-way have occurred. In addition, current regulations contain no language regarding violations and fines. This provision tries to remedy these challenges by establishing three categories of commercial vehicles, clarifying the language regarding residential districts, adding governmental facilities to the areas where category 1 commercial vehicle parking is prohibited, adding language to prohibit parking of commercial vehicles of categories 2 and 3 in any right-of-way outside of industrial districts, and establishing provisions for fees and impoundment in case of violations.

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 Sections “A”, Background; and “B”, Proposed Changes, of this report. The proposed amendment seeks to remedy existing de-facto incompatibilities between parking of commercial vehicles and residential, parks and civic uses.

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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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: See Sections “A”, Background; and “B”, Proposed Changes, of this report. 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 Sections “A”, Background; and “B”, Proposed Changes, of this report. Long term parking for large commercial vehicles should be accomplished mostly within private storage and parking areas inside industrial and commercial developments. Street parking in right of ways is inadequate and creates safety hazards as well as visual clutter and thus should be rarely used and only in cases where the commercial vehicle is actively rendering a service to a residence or other facility nearby. In residential, parks and civic areas, parking of large commercial vehicles can be detrimental to property values as it creates visual clutter and a general unkempt appearance. As such, the proposed ordinance is in the interest of the general welfare of the Town and its residents.

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 Sections “A”, Background; and “B”, Proposed Changes; and Criteria 1, 2, 4, and 7 of this report.

Finding: Complies.

9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.

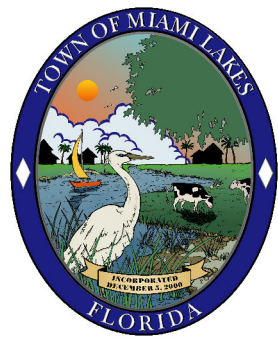
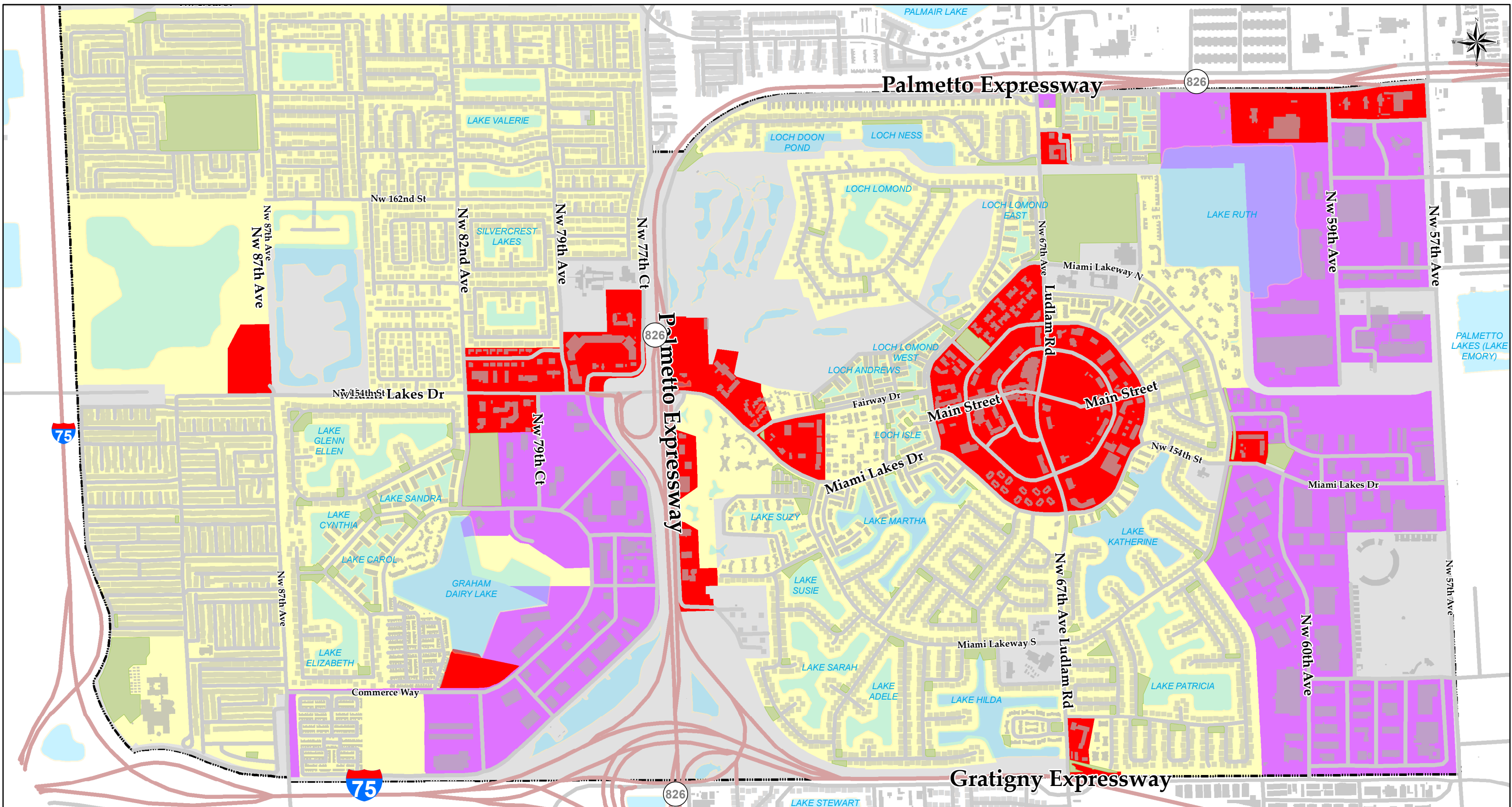
Analysis: See Sections “A”, Background; and “B”, Proposed Changes; and Criteria 1, 2, 4, 6, and 7 of this report.

Finding: Complies.

10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

Analysis: See all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.



Town of Miami Lakes

Rights-of-way affected by proposed ordinance
to prohibit parking of commercial vehicles.

Legend

- Public Facilities
- Residential Districts
- Commercial and Office Districts
- Industrial Districts



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Dockless Mobility
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council approve the attached ordinance on second reading to establish a dockless mobility program to regulate dockless mobility programs and motorized scooters within the Town of Miami Lakes.

Background:

The U.S. dockless mobility market first started in 2016 with dockless bike-sharing. Dockless bike-share quickly spread across the U.S, as it made it easier for local government agencies to provide alternative modes of transportation for their communities. Because the dockless mobility is a relatively new and evolving market, it is important for the Town to pass regulation to establish controls and measures for dockless mobility providers to follow by to ensure their operations are in line with community goals. From its inception, many cities have experienced the pitfalls of dockless mobility, by not properly regulating the use and licensing of municipal rights-of-way for the staging and use of dockless mobility participating cities have suffered from the plight of bike or scooter litter, safety risks, and lack of control over operations of dockless mobility providers and the placement of dockless mobility on rights-of-way.

Despite the challenges that dockless mobility may create, dockless mobility offers many benefits to participating communities, such as providing the means of alternate transportation, reducing the dependency on motor vehicles, promoting health and physical activity, and serving as a first and last mile solution for transit riders. Accordingly, in order to provide Town residents the benefits of dockless mobility and address the potential challenges that dockless mobility may create, the proposed ordinance outlines equipment standards for dockless mobility units, regulations on motorized scooters, proper parking of dockless mobility units, fleet size, maintenance and operations, data sharing, and contractual terms for operating within the Town's rights-of-way. These will allow the Town to offer dockless mobility to our residents while addressing the challenges that these transportation alternatives may create. Finally, and of significance, dockless mobility aligns with the Town's Strategic Plan Priority Area 1: Enhance Vehicular and Non-Vehicular Mobility and Strategic Area 6: Innovation. Since November 2017, the Town has worked with two bike-share companies, Spin and Lime and within that period the Town's dockless mobility program has completed over 11,000 trips within Miami Lakes.

In April 2019, the Town Council passed this Ordinance in First Reading. On July 1, 2019, certain changes proposed by the Florida Legislature took effect. These affect the Town's ability to require insurance from the user, that the user be licensed on the users age.

As such, it is suggested that the Town adopt an Ordinance to allow and regulate dockless mobility within the Town's rights-of-way.

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 35, STREET, SIDEWALKS AND OTHER PUBLIC PLACES, CREATING DIVISION 7, TITLED “DOCKLESS MOBILITY”, PERMITTING AND REGULATING THE PLACEMENT AND USE OF DOCKLESS BICYCLES AND SCOOTERS ON THE TOWN’S RIGHTS-OF-WAY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) has adopted a Strategic Plan which includes the enhancement of vehicular and non-vehicular mobility; and

WHEREAS, since 2017, the Town has allowed Spin and Lime Bicycles to use the Town’s rights-of-way to stage dockless bicycles for resident use; and

WHEREAS, from 2017 through the present over town residents have completed over 11,000 trips using these dockless services; and

WHEREAS, Spin, Lime and other providers have moved towards a dockless scooter model; and

WHEREAS, in line with the Town’s strategic plan, allowing for the regulated use of scooters on the Town’s rights-of-way will provide our residents with an alternative transportation method; and

WHEREAS, the proposed ordinance will help ensure that our residents are able to safely use these alternative transportation devices, without burdening the town with the blight of vehicle littering, mis-use of these dockless vehicles, and ensure that dockless vehicles are uses in designated locations; and

WHEREAS, the Town Manager suggest that the Town Council adopt the enclosed Ordinance; and

WHEREAS, during the April 2019 Town Council Meeting, the Town Council passed this Ordinance on first reading; and

WHEREAS, the Florida Legislature has passed amendments to Florida Statute § 316.2128, creating new regulations to Micromobility Devices which includes motorized scooters and bicycles; and

WHEREAS, Florida Statute § 316.2128 pre-empts the Town's ability to impose certain regulations on Micromobility Device users, and imposes on them the same rights and responsibilities as a bicycle rider pursuant to Florida Statute § 316.2065; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Creation of Division Seven of Chapter 35 Division 7 of Chapter 35 is hereby enclosed in Exhibit "A."

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of April, 2019.

[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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2019.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

Division 7 Dockless Mobility

Section 35-62 – Definition For purposes of this article the following definitions apply:

- (1) *Motorized scooter* means the same as the term is defined in F.S. § 316.003 and includes gas and electric powered scooters or any combination of the two such as a hybrid scooter.
- (2) *Micromobility devices* means the same as those defined in F.S. §316.2128
- (3) *Dockless mobility provider* means an individual or business entity deploying shared mobility devices within the city.
- (4) *Dockless mobility device* means any human-powered or motorized transportation, except Motor Vehicles as that term is defined in F.S § 316.003(42), as may be amended from time to time, made available for private use by reservation through an online application, website, or software for point-to-point trips.
- (5) *Dockless mobility program* means a program generally, in which Shared Mobility Devices are made available for shared use to individuals on a short-term basis at no cost or for a fee.

Section 35-63 – General Provisions.

(a) *General regulations pertaining to dockless mobility units:*

- (1) All bicycles utilized in a dockless mobility program shall conform with the standards set forth in Title 16, Code of Federal Regulations, Chapter II, Subchapter C, Part 1512 - Requirements for Bicycles, the safety standards outlined in ISO 43.150 - Cycles, subsection 4210, and F.S. § 316.2065, as may be amended or revised.
- (2) All dockless mobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least five hundred (500) feet and a reflective rear red light visible from a distance of at least six hundred (600) feet.
- (3) All dockless mobility units utilized shall include easily accessible and identifiable language that clearly directs users to customer support mechanisms, including not limited to a customer service phone number, websites, and applications.
- ~~(4) Persons below sixteen years of age (16) shall not be permitted to operate motorized scooters.~~
- (5) The riding of motorized scooters, as defined in this article, is permissible upon all bicycle lanes, roads with a speed limit of 25 miles per hour or less, and all sidewalks located within the Town, except where otherwise prohibited by official posting or ordinance. Motorized scooter

may not be operated at speeds exceeding 15 mph per hour on permitted roadways and bicycle lanes and may not be operated at speeds exceeding 10 mph on permitted sidewalks. Motorized scooters shall be prohibited within the Main Street development and Town shopping centers. An operator must have the technology available to advise and ward the operator of the motorized vehicle of these restrictions.

(7) Operators of motorized scooters must yield to pedestrians at all times.

(8) Operators of motorized scooters must wear a helmet at all times.

(b) *Parking and right-of-way.*

(1) Dockless mobility units shall not be parked within the following areas: loading zones, handicap accessible parking zone or other facilities specifically designated for handicap accessibility, on-street parking spots, street furniture, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, parklets or within fifteen (15) feet of a fire hydrant.

(2) Dockless mobility units shall not be parked in a manner that in any way violates Americans with Disabilities Act (ADA) accessibility requirements.

(3) The Town Manager, at his/her discretion, may designate certain areas where dockless mobility units shall not be parked. An operator must have the technology available to operate these requirements upon request.

(4) The Town Manager, at their discretion, may create designated parking zones (i.e., bike corrals) in certain areas where dockless mobility units shall be parked.

(c) *Maintenance, operations, and fleet size.*

(1) Dockless mobility units that are inoperable/damaged or do not comply with other subsections of this code must be removed within 2 hours upon receipt of the complaint between the hours of 7:00 a.m. and 7:00 p.m., seven (7) days per week and within twelve (12) hours upon receipt of the complaint on holidays. An inoperable or damaged dockless bicycle, dockless electric bicycle, or dockless scooter is one that has non-functioning features (i.e., gear selectors, pedals, bell, lights, etc.) or is missing components (i.e., fenders, grips, chain guards, etc.) as applicable to that vehicle.

(2) Operators must detail a plan to relocate the dockless mobility units to a safe, indoor facility within twenty-four (24) hours in the result of a declared tropical weather event (tropical storm or hurricane watch or warning, whichever comes first). The plan must detail the amount of time it will take to remove all dockless mobility units from circulation once a storm watch or warning has been established.

(3) The operator's smartphone application and website must inform users of how to safely and legally ride a bicycle as defined by F.S. § 316.2065, including the rights and duties of cyclists riding on sidewalks or in streets. For the purposes of this division, these duties shall also apply to users of motorized scooters.

(4) The Town Manager, at their discretion, reserves the right to cap the total number of dockless mobility units permitted to operate within town limits.

(e) Data sharing.

(1) Dockless mobility operators shall provide the Town with the following data on a monthly basis in PDF format:

i. Number of dockless mobility units in circulation;

ii. Number of daily, weekly, and monthly riders;

iii. Total number of miles traveled by users (daily, monthly, quarterly, annually) broken down by dockless bicycle, dockless electric bicycle, and/or dockless scooter;

iv. Average time each dockless mobility units spends available (not in use);

v. Number of rides per user per day;

vi. Number of rides per dockless bicycle, dockless electric bicycle, and/or dockless scooter per day;

vii. Duration of rides per rider per day as well as rides per dockless bicycle, dockless electric bicycle, and/or dockless scooter per day;

viii. Average duration of ride per day of the week;

ix. Monthly summary of dockless bicycle, dockless electric bicycle, and/or dockless scooter distribution and GPS-based natural movement in heat map format;

x. Summary of fleet numbers lost to theft/vandalism;

xi. Summary of customer comments/complaints, resolution to, and time it took to resolve each complain.

xii. Summary of repairs per dockless bicycle, dockless electric bicycle, and/or dockless scooter per month;

Dockless mobility operators shall distribute a six (6) month and one-year customer satisfaction survey, the summary and raw results of which shall be provided to the Town.

Dockless mobility operators shall provide real-time or semi-real-time dockless bicycle, dockless electric bicycle, and/or dockless scooter location data via a publicly accessible API in General Bikeshare Feed Specification (GBFS) format per North American Bikeshare Association (NABSA) guidelines. The city reserves the right to post this information through a publicly available portal.

(f). Terms

(1) No operator shall display, offer, or make available for rent any shared mobility device within the Town, unless the person has a valid fully executed agreement with the city or has obtained approval from the Town through an established process.

(2) Operators shall obtain an insurance policy as agreed to that shall include the Town as a third party and indemnify the Town from any harm.

(2) If a dockless mobility provider without a valid agreement with the Town is found deploying dockless mobility devices within the Town it will be presumed that the provider is in violation of this section. A violation of this section shall be considered a code enforcement violation and is punishable by a fine of \$500.00 per instance.

(3) Impoundment. A dockless mobility device that is displayed, offered, made available for rent by a dockless mobility provider without a valid agreement within the town, or abandoned on the Town rights-of-way, Town park, or Town Public building is subject to impoundment.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: FPL Franchise Fee
Date: 7/16/2019

Recommendation:

It is recommended that the Town adopt its own franchise agreement with Florida Power and Light (FPL) for a period of 30 years. Pursuant to our Charter, this agreement requires the creation of an Ordinance. The effective date of this Ordinance shall be the termination date of Miami Dade County's current agreement with FPL (May 25, 2020), or an earlier date, if the Town is able to prematurely terminate its interlocal agreement with Miami Dade County prior to May 25, 2020. The Town is expected to receive approximately \$2.3 million in the first year of this agreement.

Background:

On May 25, 1990, Miami-Dade County executed a 30 year electrical franchise agreement with FPL ("County – FPL Agreement"). Municipalities that incorporated after the effective date of the County-FPL Agreement were prohibited from executing independent franchise agreements with FPL during the County-FPL Agreement 30 year time-span. The Town of Miami Lakes was incorporated on December 5, 2000, and therefore is currently covered under the County - FPL Agreement. The County, through an interlocal agreement with the Town of Miami Lakes, has shared the revenues collected from FPL users located within the Town. Under the County-FPL Agreement, and all other FPL franchise agreements entered into with Miami-Dade County municipalities, local governments are allowed to collect up to 6% surcharge on utility fees.

Based on information provided by FPL, the County is currently collecting 6%. Based on information provided by FPL, municipalities governed by independent franchise agreements with FPL are collecting between 5.9% and 6%[1]. As such, the Town is currently one, if not the lowest, franchisee. Currently, the County's agreement allows FPL to off-set property taxes paid from the 6% franchise fee charged. Effectively, this off-set reduces the net-amount received by the Town to 2.47%. Of significance, municipalities with independent franchise agreements do not have this off-setting cost. Over the past few years, staff-initiated negotiations have transpired to create our own, Town of Miami Lakes franchise agreement with FPL. 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 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 \$1.3 million in additional revenues per year as soon as the agreement goes into effect. The average residence in Miami Lakes (consuming 1000 kWh per month) will experience an average increase of \$3.19 in their monthly electrical bill.

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. This additional revenue will provide the Town the financial resources to address three major community concerns and strategic plan priorities, specifically our current and future transportation and infrastructure improvement projects. Second, the Town's tree management program which is aimed at addressing tree pruning, replanting of trees, removal/replacement of dead, hazardous and nuisance trees, implementing our beautification master plan, and update of our tree inventory. Finally, the Town will address the placement of additional street lights, sidewalk grinding, repair and ADA accessibility. Overall, the additional revenue will boost the Town's ability to address its ongoing infrastructure maintenance concerns throughout the Town's footprint. [1] 25 out of 26 municipalities have agreements between 5.9% and 6.0%, Miami Beach agreement is 5.29%.

ATTACHMENTS:

Description

Ordinance - Second Reading

Franchise Fee Worksheet

ORDINANCE NO. 2019 - _____

**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.
(Pidermann)**

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

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Omitted portions of this ordinance are shown as “* * *”.

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

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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.

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- (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

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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% 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," the terms of which provide for the payment of franchise fees by FPL at a rate greater than six (6%) percent of FPL's residential, commercial and industrial revenues (as such customers are defined by FPL's tariff), under the same terms and conditions as specified in Section 6(a) hereof, FPL, upon written request of the Town, shall negotiate and enter into a new franchise agreement with the Town in which the percentage to be used in calculating monthly payments under Section 6(a) hereof shall be no greater than that percentage which FPL has agreed to use as a basis for the

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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.

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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

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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% 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

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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.

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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.

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.

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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.

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.

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Section 20. Venue. In the event that any legal proceeding is brought to enforce the terms of this franchise, it shall be brought by either party hereto in Miami-Dade County, Florida, or, if a federal claim, in the U.S. District Court in and for the Southern District of Florida, Miami Division.

Section 21. Entire Agreement. This New Franchise Agreement is intended to constitute the sole and entire agreement between the Town and FPL with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect, and this agreement supersedes all prior drafts and verbal or written agreements, commitments, or understandings, which shall not be used to vary or contradict the expressed terms herein. Both parties have been represented by counsel of their choosing with regard to this agreement.

Section 22. Modification. It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 23. Notice. Except in exigent circumstances, and except as may otherwise be specifically provided for in this franchise, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder. All notices shall be addressed as follows:

To the Town:

Town Manager
Town Hall
6601 Main Street
Miami Lakes, FL 33014

To FPL:

Vice President, External Affairs
700 Universe Boulevard
Juno Beach, FL 33408

Copy to:

Town Attorney
6601 Main Street
Miami Lakes, FL 33014

Copy to:

General Counsel
700 Universe Boulevard
Juno Beach, FL 33408

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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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Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~. Additions since first reading are show as double underline; deletions since first reading are shown as ~~double striketrough~~.

Omitted portions of this ordinance are shown as " * * *".

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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on first reading this _____ day of _____, 2019.

THIS SPACE INTENTIONALLY LEFT BLANK

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~. Additions since first reading are shown as double underline; deletions since first reading are shown as ~~double strikethrough~~.

Omitted portions of this ordinance are shown as “* * *”.

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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this __ day of _____, 2019.

Manny Cid
MAYOR

Attest:

Gina 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 ~~strikethrough~~. Additions since first reading are shown as double underline; deletions since first reading are shown as ~~double strikethrough~~.

Omitted portions of this ordinance are shown as “* * *”.

Existing FPL Franchise Fee Agreements:

Taxing Authority Name	Franchise Fee Rate	Agreement	Agreement
		Effective Date	Expiration Date
Bal Harbour, Village of	5.90%	12/1/2008	11/30/2038
Bay Harbor Islands, Town of	6.00%	7/1/2011	6/30/2041
Biscayne Park, Village of	5.90%	5/3/2010	5/3/2040
Coral Gables, City of	6.00%	1/28/1998	1/28/2028
El Portal, Village of	5.90%	4/2/2008	4/1/2038
Florida City, City of	5.90%	7/1/2009	6/30/2039
Golden Beach, Town of	5.90%	9/30/2009	9/29/2039
Hialeah Gardens, City of	6.00%	5/29/1990	5/29/2020
Hialeah, City of	5.90%	7/2/2007	7/1/2037
Indian Creek, Village of	6.00%	11/9/1995	11/9/2025
Medley, Town of	6.00%	9/1/2018	2/28/2046
Miami Beach, City of	5.29%	3/1/2012	2/15/2042
Miami Shores Village, Village of	5.90%	1/11/2010	1/10/2040
Miami Springs, City of	5.90%	7/29/2003	7/29/2033
Miami, City of	6.00%	6/2/2010	6/2/2040
North Bay Village, City of	6.00%	8/1/2013	7/31/2043
North Miami Beach, City of	5.90%	9/30/2008	9/29/2038
North Miami, City of	5.90%	2/28/2005	2/28/2035
Opa-locka, City of	5.90%	2/2/2007	1/31/2037
South Miami, City of	6.00%	10/1/2014	9/30/2044
Surfside, Town of	5.90%	8/2/2010	8/1/2040
Sweetwater, City of	5.90%	12/1/2011	11/30/2041
Virginia Gardens, Village of	5.90%	2/1/2012	1/31/2042
West Miami, City of	5.90%	4/1/2005	3/31/2035



Town of Miami Lakes Memorandum

To: Honorable Mayor and Members of the Town Council
From: Edward Pidermann, Town Manager
Subject: COND2019-0148 Andy's Shooting Range Conditional Use Amendment
Date: 7/16/2019

Recommendation:

Staff recommends approval of the modifications to the conditions of the Conditional Use for the establishment of an indoor shooting range in an industrial district.

CONDITIONS

1. This approval modifies only conditions one (1) regarding the final as-built layout, three (3) regarding the allowable noise levels, eight (8) regarding the use of the range by the public, and nine (9) regarding the hours of operation of Resolution 15-1319.
2. All other conditions enumerated in Resolution 15-1319 remain binding and unchanged.

Background:

On July 21, 2015 the Town Council approved a conditional use to permit an indoor shooting range at bays 23 and 24 of 14000 NW 82nd Ave via Resolution 15-1319, with nine (9) conditions. The shooting range has since been built out and has begun operations. At this time, the Applicant is requesting approval from the Council to amend conditions 1, 3, 8 and 9 of their conditional use as follows:

1 . The approvals granted are based on the ~~preliminary~~ plans submitted, specifically sheets ~~A-0, A-1 and A-2~~ A-3 and A-4, prepared by Diez, Inc., and all dated ~~01-30-15~~ October 2, 2017. Operation of the indoor shooting range shall be in substantial compliance with these plans, except as modifications may be required pursuant to these conditions, or changes required to comply with the Building Code that do not materially impact this approval.

* * *

3 . Any and all noise associated with the shooting range shall be ~~contained within the warehouse units subject to this application.~~ within the noise range established by OSHA for industrial uses and districts. No shooting range noise (including firing guns) shall be detectable

rise above said limits as measured outside of the warehouse units subject to this application, including areas outside the building and specifically including the adjacent warehouse unit. Where any such noise is found to be ~~detectable~~ above said limits as measured outside the warehouse units subject to this application, all shooting range use of the property shall immediately cease unless and until physical or operational changes are made to bring the operation into compliance with this condition. Repeated violation of this condition shall result in revocation, by the Administrative Official, of this conditional use approval and any certificate of use (CU) that has been issued.

* * *

8. The indoor shooting range shall be ~~used only as a training facility for police academy cadets~~ open to the general public. There will be at least two (2) licensed instructors present at all times ~~while the cadets are~~ during any training.

9 . The hours of operation for the indoor shooting range shall be Monday through ~~Friday-Sunday~~ from ~~4:00 p.m~~ 8:00 a.m. to 9:00 p.m.

The applicant has submitted a sound report prepared by Acoustic Sonic, Inc, hereby incorporated as Exhibit B describing and relating the results of sound monitoring performed at the site.

ATTACHMENTS:

Description

Resolution

Exhibit B -Plans

Exhibit C -Sound Engineer Report

Staff Report

Attachment A - OSHA regulations

Attachment B - Letter of Intent

RES 15-1319

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A MODIFICATION TO A CONDITIONAL USE ISSUED VIA RESOLUTION 15-1319 FOR AN INDOOR SHOOTING RANGE; SUBMITTED FOR PROPERTY LOCATED AT 14000 NW 82 AVENUE, SUITES 23 AND 24, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2022-052-0240, IN THE IU-C ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On July 21, 2015 the Town Council approved a conditional use to permit an indoor shooting range at bays 23 and 24 of 14000 NW 82nd Ave via Resolution 15-1319, with nine (9) conditions.

WHEREAS, Pursuant to Section 13-303 of the Town of Miami Lakes (“Town”) Land Development Code (“LDC”), Andres Perez, Jr. (the “Applicant”) has applied to the Town for approval of Modifications to the Conditional Use allowing an indoor shooting range in the IU-C (Industrial Use - Conditional) zoning district, for property located at 14000 NW 82 Avenue, Suites 23 and 24, Miami Lakes, Florida, Folio #32-2022-052-0240; and

WHEREAS, Section 13-303 of the Town LDC sets forth the authority of the Town Council to consider and act upon an application for modifications to a conditional use; and

WHEREAS, in accordance with Section 13-309 of the Town LDC, notice of the public hearing scheduled for Tuesday, July 16, 2019, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida on the proposed Modifications to the Conditional Use was provided by posting of the property subject to the application ten days prior to the hearing; mailing courtesy

notice to the property owners of record within a 500-foot radius of the property which is the subject of the application; and publishing in the non-legal section of the local newspaper of general circulation; and

WHEREAS, all interested parties have had the opportunity to address their comments to the Town Council; and

WHEREAS, Town staff has reviewed the application and recommends approval subject to conditions of the request for Modifications of a Conditional Use, as set forth in the Town of Miami Lakes Staff Analysis and Recommendation, a copy of which is on file in the Town of Miami Lakes Clerk's Office and incorporated into this Resolution by reference.

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

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

Section 2. Findings.

In accordance with Section 13-303, the Town Council finds that the Applicant meets the criteria for a conditional use approval which are as follows:

1. Land Use Compatibility; and
2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use; and
3. Compliance with the Comprehensive Plan and Land Development Code; and
4. Proper Use of Mitigative Techniques; and
5. Hazardous Waste.

Section 3. Approval of Modification to Conditional Use. The request to amend conditions 1, 3, 8 and 9 of the Conditional Use approved via Resolution 15-1319, issued on July 21, 2015, as seen on Exhibit A, is hereby approved with conditions.

Section 4. Conditions of Approval. The Conditional Use amendment is approved subject to the following conditions:

1. This approval modifies only conditions one (1) regarding the final as-built layout, three (3) regarding the allowable noise levels, eight (8) regarding the use of the range by the public, and nine (9) regarding the hours of operation of Resolution 15-1319.

2. All other conditions enumerated in Resolution 15-1319 remain binding and unchanged.

Section 5. Violations of Conditions. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 6. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant or any affected person may appeal the decision of the Town Council by filing of a notice of appeal or writ of certiorari in accordance with the Florida Rules of Appellate Procedure.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2019.

The foregoing resolution was moved for adoption by _____. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Álvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2019.

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

Resolution 15-1319 Modified Conditions:

1. The approvals granted are based on the preliminary plans submitted, specifically sheets ~~A-0, A-1 and A-2~~ A-3 and A-4, prepared by Diez, Inc., and all dated ~~01-30-15~~ October 2, 2017. Operation of the indoor shooting range shall be in substantial compliance with these plans, except as modifications may be required pursuant to these conditions, or changes required to comply with the Building Code that do not materially impact this approval.
2. Any/all signage requires a separate sign permit.
3. Any and all noise associated with the shooting range shall be ~~contained within the warehouse units subject to this application.~~ within the noise range established by OSHA for industrial uses and districts. No shooting range noise (including firing guns) shall ~~be detectable~~ rise above said limits as measured outside of the warehouse units subject to this application, including areas outside the building and specifically including the adjacent warehouse unit. Where any such noise is found to be ~~detectable~~ above said limits as measured outside the warehouse units subject to this application, all shooting range use of the property shall immediately cease unless and until physical or operational changes are made to bring the operation into compliance with this condition. Repeated violation of this condition shall result in revocation, by the Administrative Official, of this conditional use approval and any certificate of use (CU) that has been issued.
4. Prior to the issuance of a certificate of use (CU), the property owner shall install and maintain a ventilation system, spent bullet capture facilities, cleaning practices and operational/personnel policies adequate to ensure that, in the judgment of the Administrative Official, vapor and dust from lead-based ammunition does not pose a danger to people and animals in and around the subject property, or to the natural environment. In making this determination, the Administrative Official shall be guided by the rules and regulations of the federal Occupational Health and Safety Administration (OHSA), the Florida Department of Environmental Protection's (DEP) publication "Best Management Practices for Environmental Stewardship of Florida Shooting Ranges," as well as other industry standards and best practices for the operation of shooting ranges and similar facilities. The property owner shall have the burden of demonstrating compliance with this condition.
5. Prior to the issuance of a building permit for the interior improvements necessary to operate the indoor shooting range, the property owner shall revise the plans presented for this approval to include ballistic cladding in every direction in which bullets might travel from the shooting position of each shooting lane, specifically including in the ceiling above the shooting lanes and in every direction within the area labeled "new staging area" on Sheet A-1.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.

Omitted portions of the original resolution are shown as “* * *”.

6. Prior to the issuance of a certificate of use (CU), the Applicant shall submit detailed information, including all existing uses in the entire building and square footage of each, to ensure that there is adequate parking to accommodate the indoor shooting range. In this regard, assigned parking spaces to different units within the building is of no effect, and compliance with parking required by the Land Development Code (LDC) is only determined for the building as a whole.
7. The Applicant shall comply with all requirements and standards of the Town's Police Department.
8. The indoor shooting range shall be ~~used only as a training facility for police academy cadets~~ open to the general public. There will be at least two (2) licensed instructors present at all times ~~while the cadets are~~ during any training.
9. The hours of operation for the indoor shooting range shall be Monday through ~~Friday~~ Sunday from ~~4:00 p.m.~~ 8:00 a.m. to 9:00 p.m.
10. The Applicant shall obtain a Certificate of Use (CU), and Business Tax Receipt (BTR), and promptly renew the BTR annually, upon compliance with all of the terms and conditions of this approval, the same subject to cancellation upon violation of any of the conditions.
11. Prior to the issuance of a Certificate of Use (CU), the Applicant shall secure all permits/approvals from the applicable local, state and/or federal regulatory agencies. The Applicant shall promptly notify the Town if any required local, State or Federal approvals and/or licenses are rescinded, non-renewed or otherwise become non-effective. In such case, the Administrative Official shall have the authority to revoke this conditional use approval.
12. The Applicant shall obtain all required building permits and a Certificate of Use (CU) for all request(s) approved herein, within one (1) year of the date of this approval. If all required building permits and a Certificate of Use (CU) are not obtained or an extension granted within the prescribed time limit, this approval shall become null and void.

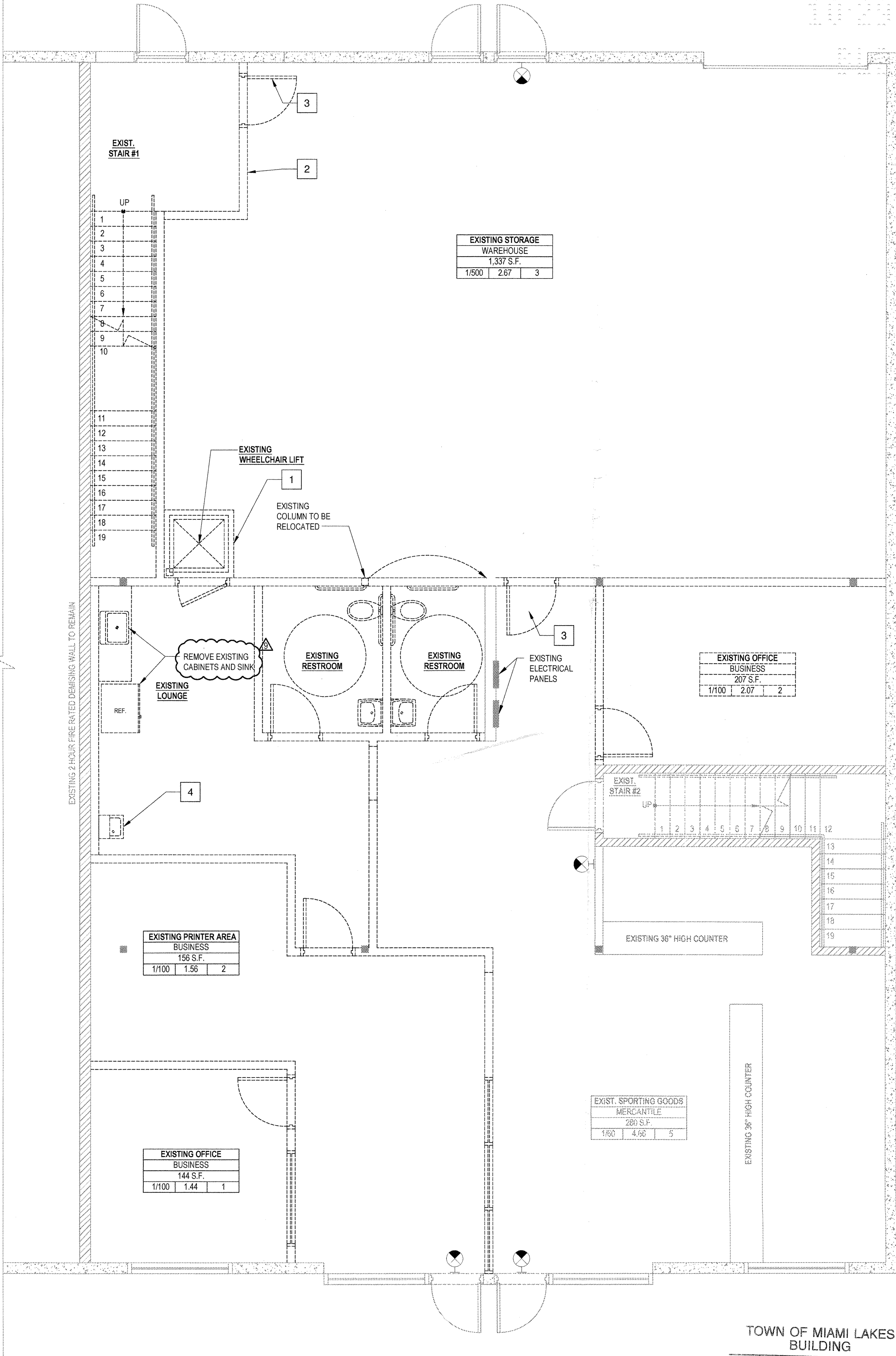
EXHIBIT B

Plans

DEMOLITION PLAN LEGEND	
	DENOTES EXISTING TO REMAIN
	DENOTES EXISTING TO BE REMOVED

DEMOLITION KEY NOTES	
1	REMOVE EXISTING WHEELCHAIR LIFT AND RELOCATE TO NEW LOCATION AS INDICATED. (REFER TO FLOOR PLAN FOR PROPOSED WORK)
2	REMOVE EXISTING INTERIOR GYPSUM BOARD WALLS/OFFITS TO ACCOMMODATE NEW LAYOUT.
3	REMOVE EXISTING DOOR. (REFER TO FLOOR PLAN FOR PROPOSED WORK)
4	REMOVE EXISTING DRINKING FOUNTAIN AND INSTALL IN NEW LOCATION AS INDICATED. (REFER TO FLOOR PLAN FOR PROPOSED WORK)

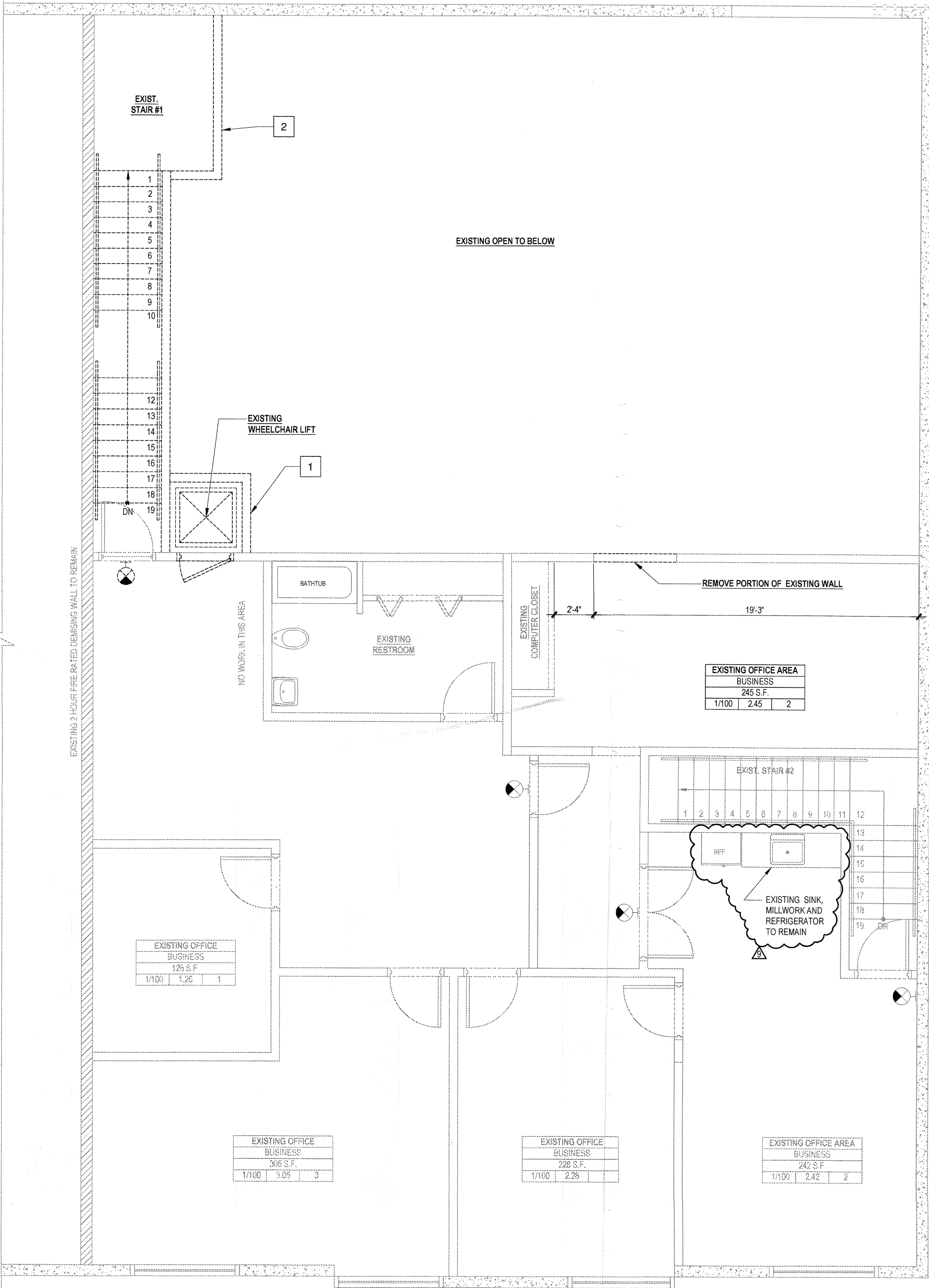
DEMOLITION NOTES	
1.	THIS DRAWING IS ONLY TO ASSIST IN SHOWING THE SCOPE OF DEMOLITION WORK AND IS NOT INTENDED TO INDICATE ALL DEMOLITION. CONTRACTOR SHALL REMOVE ALL EXISTING ITEMS AS REQUIRED TO COMPLETE THE JOB.
2.	NOT ALL ITEMS TO BE DEMOLISHED ARE SHOWN ON THIS PLAN CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING A WALK-THRU OF THE PROJECT WITH THE INTENT OF IDENTIFYING POSSIBLE ITEMS, NOT OR INCORRECTLY ADDRESSED, WHICH REQUIRE REMOVAL AND/OR RELOCATION.
3.	GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND SUPPORT OF STRUCTURE. ASSUME LIABILITY FOR DAMAGE OR INJURY RELATED TO ANY PORTION OF THE WORK.
4.	CUT, REMOVE, PATCH, ALTER AND RE-FINISH EXISTING CONSTRUCTION AS REQUIRED TO LEAVE WORK COMPLETE AND IN SATISFACTORY CONDITION.
5.	PROVIDE SAFETY FEATURES DURING WORK AS REQ. BY, APPLICABLE CODES, RULES AND REGULATIONS.
6.	CONTRACTOR SHALL CEASE OPERATIONS AND NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. TAKE PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATION UNTIL SAFETY IS RESTORED.
7.	PATCH AND REPAIR ALL EXISTING SURFACES DAMAGED BY DEMOLITION AND/OR NEW WORK AS REQUIRED TO MATCH ADJACENT SURFACES AND/OR AS REQUIRED FOR NEW SCHEDULED FINISHES.
8.	CONTRACTOR SHALL PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION.
9.	REMOVE EXISTING FINISHES AS REQUIRED TO ACCOMMODATE NEW PROPOSED WORK AND REPLACE AS REQUIRED.



DEMOLITION PLAN LEGEND	
	DENOTES EXISTING TO REMAIN
	DENOTES EXISTING TO BE REMOVED

DEMOLITION KEY NOTES	
1	REMOVE EXISTING WHEELCHAIR LIFT AND RELOCATE TO NEW LOCATION AS INDICATED. (REFER TO FLOOR PLAN FOR PROPOSED WORK)
2	REMOVE EXISTING INTERIOR GYPSUM BOARD WALLS/OFFITS TO ACCOMMODATE NEW LAYOUT.
3	REMOVE EXISTING DOOR. (REFER TO FLOOR PLAN FOR PROPOSED WORK)
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DEMOLITION NOTES	
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3.	GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND SUPPORT OF STRUCTURE. ASSUME LIABILITY FOR DAMAGE OR INJURY RELATED TO ANY PORTION OF THE WORK.
4.	CUT, REMOVE, PATCH, ALTER AND RE-FINISH EXISTING CONSTRUCTION AS REQUIRED TO LEAVE WORK COMPLETE AND IN SATISFACTORY CONDITION.
5.	PROVIDE SAFETY FEATURES DURING WORK AS REQ. BY, APPLICABLE CODES, RULES AND REGULATIONS.
6.	CONTRACTOR SHALL CEASE OPERATIONS AND NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. TAKE PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATION UNTIL SAFETY IS RESTORED.
7.	PATCH AND REPAIR ALL EXISTING SURFACES DAMAGED BY DEMOLITION AND/OR NEW WORK AS REQUIRED TO MATCH ADJACENT SURFACES AND/OR AS REQUIRED FOR NEW SCHEDULED FINISHES.
8.	CONTRACTOR SHALL PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION.
9.	REMOVE EXISTING FINISHES AS REQUIRED TO ACCOMMODATE NEW PROPOSED WORK AND REPLACE AS REQUIRED.



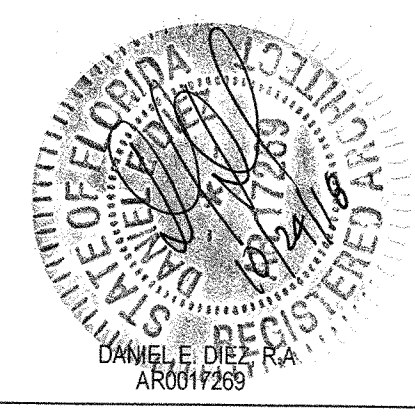


DIEZ, INC.
 ARCHITECTURE - PLANNING - INTERIOR DESIGN
 7490 S.W. 58th St.
 Miami, FL 33143
 Tel. (305) 663-8337
 Fax (305) 663-5794
 AA 0003470 - IB0001256



Built Right Installers International
 7930 West 26th Avenue, Bay 2
 Hialeah, Florida 33016
 CGC 1506096
 Tel. 305-826-6377

PROPOSED INDOOR SHOOTING RANGE AND IMPROVEMENTS FOR
ANDY'S POLICE SUPPLY
 PROJECT ADDRESS: 14000-14002 N.W. 82nd AVE MIAMI LAKES, FLORIDA 33016
 OWNER: ANDRES PEREZ

SEAL


ISSUES:	DATE:
PERMIT SET	05-31-16
OWNER CHANGES	06-23-17
OWNER CHANGES	04-13-18
OWNER CHANGES	10-23-18

DRAWING TITLE
**2ND LEVEL
 DEMOLITION PLAN**

PROJECT NO. 14-35

SHEET
A-2

PROJECT INFORMATION

LEGAL DESCRIPTION:
TRACT 77, MIAMI LAKES BUSINESS PARK SECTION TWO, LESS THE NORTH 181.50 FEET THEREOF, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 156 AT PAGE 88 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING SECTION 22, TOWNSHIP 52 SOUTH, RANGE 40 EAST, CITY OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA.

PROJECT ADDRESS:
14000-14002 N.W. 82 AVE. MIAMI LAKES, FL 33015 (UNITS 23 AND 24)

FOLIO NO.: 32-2022-052-0240

ZONING GENERAL INFORMATION:
ZONING: IU-2 (INDUSTRIAL)

BUILDING INFORMATION:
CONSTRUCTION TYPE: TYPE III A
OCCUPANCY CLASSIFICATION: BUSINESS / MERCANTILE / INDUSTRIAL / STORAGE (MIXED OCCUPANCY)

FLOOR PLAN LEGEND

..... DENOTES EXISTING TO REMAIN

..... DENOTES EXISTING CONCRETE TILT UP PANEL

..... DENOTES EXISTING 2HR FIRE RATED GWB WALL

..... DENOTES NEW STUD WALL CONSTRUCTION

..... DENOTES NEW SOUND PROOF STUD WALL CONSTRUCTION

DENOTES WALL TAG (REFER TO PARTITIONS DETAILS, PARTITION NOTES AND INTERIOR STUD FRAMING LIMITATIONS CHART)

⊗ DENOTES EXISTING EXIT SIGN

..... DENOTES EGRESS PATH / TRAVEL DISTANCE / COMMON PATH

ROOM TAG

ROOM NAME	ROOM NAME
OCCUPANCY TYPE	OCCUPANCY TYPE
FLOOR AREA S.F.	FLOOR AREA
1/X # #	

..... ACTUAL OCCUPANT LOAD
..... MAX. OCCUPANT LOAD
..... OCCUPANT LOAD FACTOR

GENERAL NOTES

1. THE CONTRACTOR IS TO VISIT THE SITE AND VERIFY ALL EXISTING BUILDING AND SITE CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL FOR THE WORK. SHOULD ANY DISCREPANCIES BE ENCOUNTERED, THE ARCHITECT SHOULD BE NOTIFIED IN WRITING 7 DAYS PRIOR TO SUBMITTING HIS BID.

2. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE IN A NEAT AND WORKMAN-LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING JURISDICTION.

3. THE CONTRACTOR IS TO PROVIDE ALL THE SUPPLEMENTARY MATERIALS REQUIRED TO PROPERLY INSTALL SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS WITHIN THE SCOPE OF THE PROJECT.

4. THE CONTRACTOR IS TO PREPARE THE JOB SITE PARTITION LAYOUT FOR REVIEW OF THE ARCHITECT PRIOR TO ERECTING PARTITIONS. THE WORDING "ALIGN" DENOTES GYPSUM BOARD SHEETING OVER FACE OF BASE BUILDING COLUMNS AND WALL SURFACES AT JUNCTION WITH INTERIOR PARTITION TO ALIGN THE TWO DISSIMILAR PARTS AND PROVIDE A SMOOTH CRACK FREE SURFACE (TYPICAL ALL CONDITIONS).

5. WHERE DISSIMILAR METALS COME IN CONTACT, CONTRACTOR IS TO PREVENT VIBRATIONS AND NOISE TRANSMISSION BETWEEN THE METALS AND ELECTROLYTIC ACTION.

6. PROVIDE DOUBLE STUDS AT ALL DOOR JAMBS.

7. ALL GYPSUM BOARD SHEATHING SHALL BE 1/2" THICKNESS (UNLESS OTHERWISE NOTED).

8. ALL APPLICABLE RECOGNIZED NATIONAL CONSTRUCTION INDUSTRY STANDARDS FOR MATERIALS AND INSTALLATION SHALL BE A FULL PART OF THESE CONTRACT DOCUMENTS.

9. ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING.

10. ALL WORK TO BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND DADE COUNTY ORDINANCES.

11. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF WASTE MATERIALS DUE TO THEIR RESPECTIVE ACTIVITIES.

12. PRESSURE TREAT ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE.

13. ALL ROOF SHEATHING SHALL BE 5/8" (MIN.) EXT. GRADE PLYWOOD NAILED TO WOOD RAFTERS @ 16" c/c W/8d GALV. NAILS, @ 6" c/c ALL SUPPORTS AND 4" c/c PANEL EDGES

14. DIMENSIONS AS INDICATED ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALING OF THE DRAWINGS. THE DIMENSIONS INDICATED ON THE DRAWINGS ARE CALCULATED BY COMPUTER AND ARE ROUNDED TO THE NEAREST INCH. THE LOCATION OF PARTITIONS TO ALIGN WITH EXISTING WALLS SHALL TAKE PRECEDENCE OVER WRITTEN DIMENSIONS WHEN SO NOTED. ALL DIMENSIONS SHALL BE FIELD VERIFIED. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DIMENSIONS THAT ARE IN CONFLICT WITH THE CONSTRUCTION DOCUMENTS.

15. NO ELECTRICAL, MECHANICAL, OR PLUMBING EQUIPMENT SHALL BE INSTALLED BELOW BASE FLOOD ELEVATION HEIGHT.

16. IN OUTSIDE WINDOWS OR DOORS OPERABLE FROM THE INSIDE, THE MODE OF OPERATION SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT.

17. LOT WILL BE GRADED SO AS TO PREVENT DIRECT OVERLAND DISCHARGE OR STORM WATER ONTO ADJACENT PROPERTY.

18. ALL WOOD TRUSSES SHALL BE ANCHORED AT BOTH ENDS, WITH APPROVED GALVANIZED METAL TRUSS STRAPS. (SEE FRAMING PLAN, SCHEDULE AND DETAILS)

19. SECONDARY MEANS OF ESCAPE SHALL BE PROVIDED FOR EACH BEDROOM. WINDOWS USED AS SECONDARY MEANS OF EGRESS SHALL PROVIDE CLEAR MIN. OPENING 34"2" WIDTH X 24" HEIGHT (5.7 #) AND THE BOTTOM OF THE OPENING SHALL BE NO MORE THAN 44" ABOVE THE FLOOR.

20. FIRESTOPPING SHALL BE PROVIDED IN CONCEALED SPACES OF STUDS WALLS AND PARTITIONS INCLUDING FURRED SPACES AT CEILING AND FLOOR LEVELS TO LIMIT THE MAXIMUM DIMENSION TO 8FT.

INTERIOR FINISHES NOTE:
ALL INTERIOR FINISHES FLAME SPREAD INDEX SHALL COMPLY WITH THE REQUIREMENTS FOR GROUP S, AS PER TABLE 803.9 OF 2014 FBC AND SHALL BE AS FOLLOWS:
- EXIT ENCLOSURES AND EXIT PASSAGEWAYS = CLASS B
- CORRIDORS = CLASS B
- ROOMS AND ENCLOSED SPACES = CLASS C

SCOPE OF WORK

FLORIDA BUILDING CODE CLASSIFICATION OF WORK : ALTERATION - LEVEL 2

NFPA 101, CHAPTER 43 CLASSIFICATION OF REHABILITATION: RECONSTRUCTION

BUILDING:
NEW SHOOTING RANGE, NEW RESTROOMS, RELOCATED STAIR, RELOCATED ELEVATOR, NEW LIGHT STORAGE.

PLUMBING:
NEW PLUMBING WORK AS INDICATED. REFER TO PLUMBING DRAWINGS.

MECHANICAL:
NEW MECHANICAL WORK AS INDICATED. REFER TO MECHANICAL DRAWINGS.

ELECTRICAL:
NEW ELECTRICAL WORK AS INDICATED. REFER TO ELECTRICAL DRAWINGS.

FIRE PROTECTION:
MODIFICATIONS TO EXISTING SYSTEM AS INDICATED. REFER TO FIRE SPRINKLER DRAWINGS.

OCCUPANT LOAD AND EXIT CAPACITY

(MIXED OCCUPANCY)
(AS PER 2014 FLORIDA BUILDING CODE, CHAPTER 10, TABLE 1004.1.2)

SPACE NAME	FUNCTION OF SPACE	TOTAL OCCUPANTS
1ST LEVEL		
SPORTING GOODS AREA	MERCANTILE	5
OPEN OFFICE AREA	BUSINESS	3
WAREHOUSE/STORAGE AREA	WAREHOUSE	1
CHECK-IN AREA	BUSINESS	1
SHOOTIN RANGE STAGING AREA	STANDING SPACE	20
SHOOTING RANGE	--	0
		30
2ND LEVEL		
OFFICE AREAS	BUSINESS	11
STORAGE AREA	WAREHOUSE	2
		13
TOTAL OCCUPANCY =		43
TOTAL EXIT CAPACITY (SEE FLOOR PLAN) =		510

PLUMBING FIXTURES CALCULATIONS

(AS PER 2014 FLORIDA PLUMBING CODE, TABLE 403.1)

TOTAL MAXIMUM OCCUPANTS	MINIMUM REQUIRED				PROVIDED				
	WATER CLOSETS		LAVATORIES		WATER CLOSETS		URINALS	LAVATORIES	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	
1ST LEVEL = 30	1 PER 25 FOR THE FIRST 50 AND 1 PER 50 FOR THE REMAINDER EXCEEDING 50		1 PER 40 FOR THE FIRST 80 AND 1 PER 80 FOR THE REMAINDER EXCEEDING 80		1	1	0	1	1
2ND LEVEL = 13	1 PER 25 FOR THE FIRST 50 AND 1 PER 50 FOR THE REMAINDER EXCEEDING 50		1 PER 40 FOR THE FIRST 80 AND 1 PER 80 FOR THE REMAINDER EXCEEDING 80		1		0		1

EXISTING OCCUPANCY PLUS PROPOSED OCCUPANCY COUNT CAN BE HANDLED BY EXISTING AND NEW PLUMBING FACILITIES.

DOOR SCHEDULE

No.	SIZE		TYPE	MATERIAL	FRAME	THRES.	HDW.	REMARKS
	WIDTH	HEIGHT						
1	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-1	BULLETPROOF
2	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-1	
3	(2)3'-0"	7'-0"	B	ALUM/GLASS	ALUM.	ALUM.	HW-2	
4	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-1	
5	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-1	
6	2'-8"	7'-0"	C	WOOD	-	-	HW-4	LOUVERED
7	2'-8"	7'-0"	C	WOOD	-	-	HW-4	LOUVERED
8	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-3	FIRE RATED (90 MIN.)
9	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-3	FIRE RATED (90 MIN.)
10	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-3	FIRE RATED (90 MIN.)
11	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-3	FIRE RATED (90 MIN.)
12	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-1	
13	3'-0"	7'-0"	A	MTL	MTL	MTL	HW-1	
14	5'-0"	7'-0"	C	WOOD	WOOD	-	HW-4	LOUVERED

DOOR NOTES:

- VERIFY ROUGH OPENING SIZES WITH DOOR MANUFACTURER PRIOR TO INSTALLATION.
- ALL DOOR HANDLES TO BE LEVER TYPE PER STATE AND LOCAL ACCESSIBILITY REQUIREMENTS. EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE.
- PROVIDE DOOR STOPS ON ALL DOORS - ROCKWOOD #441 US 25 OR EQUAL. (NOTE: PROVIDE FLOOR STOPS WHERE POSSIBLE.)
- WHEN APPLICABLE CONTRACTOR TO PROVIDE PRODUCT CONTROL APPROVAL FOR ALL EXTERIOR DOOR OR WINDOWS.

HARDWARE SCHEDULE:

HW-1 1-1/2 PR. BUTTS - PROVIDED BY PRE-HUNG DOOR MANUFACTURER
1 EA. LOCKSET, LEVER TYPE - TO BE SELECTED BY OWNER
1 EA. CLOSER - LCN 1461 OR EQUAL

HW-2 1 EA. LOCKSET, AS PER DOOR MANUFACTURER - TO BE SELECTED BY OWNER

HW-3 1-1/2 PR. BUTTS - PROVIDED BY PRE-HUNG DOOR MANUFACTURER
1 EA. PASSAGE SET, LEVER TYPE - TO BE SELECTED BY OWNER
1 EA. CLOSER - LCN 1461 OR EQUAL

HW-4 AS PER DOOR MANUFACTURER - TO BE SELECTED BY OWNER

DOOR TYPES:

A
FLUSH

B
SLIDING

C
BI-FOLD

DIEZ, INC.
ARCHITECTURE - PLANNING - INTERIOR DESIGN
7490 S.W. 58th St.
Miami, FL 33143
Tel. (305) 663-8337
Fax (305) 663-5794
AA 0003470 - IB0001256

Built Right Installers International
7930 West 26th Avenue, Bay 2
Hialeah, Florida 33016
COC 150094
Tel. 305-826-6377

PROPOSED INDOOR SHOOTING RANGE AND IMPROVEMENTS FOR

ANDY'S POLICE SUPPLY

PROJECT ADDRESS: 14000-14002 N.W. 82nd AVE MIAMI LAKES, FLORIDA 33016
OWNER: ANDRES PEREZ

SEAL

ISSUES:	DATE:
PERMIT SET	05-31-16
BLDG / FIRE DEPT COMMENTS	09-06-16
BLDG / FIRE DEPT COMMENTS	11-23-16
OWNER CHANGES	06-23-17
FIRE DEPT COMMENTS	09-13-17
OWNER CHANGES	04-13-18
OWNER CHANGES	10-23-18

DRAWING TITLE

1ST LEVEL FLOOR PLAN

PROJECT NO.

14-35

SHEET

A-3

INTERIOR STUD FRAMING LIMITATIONS CHART

THIS DATA IS BASED ON THE "U.S. GYPSUM CO." PRODUCT DATA FOR THE PURPOSE OF LIMITING THE HEIGHTS OF UNBRACED PARTITIONS. THE USE OF THIS DATA IS TO SET A MAXIMUM HEIGHT STANDARD FOR SUCH PARTITIONS.

TYPICAL LIMITING HEIGHTS - INTERIOR STUD FRAMING TABLE 1

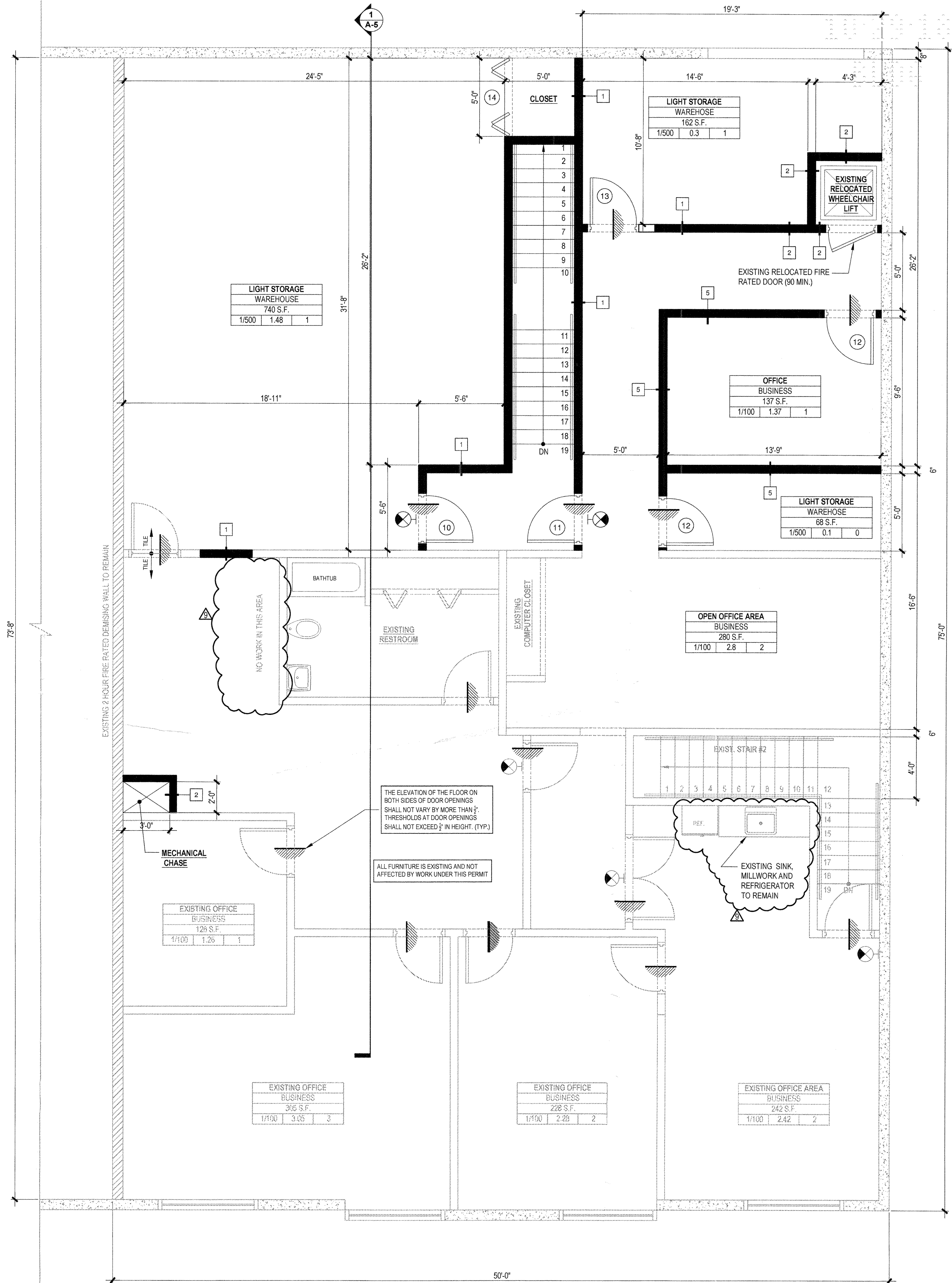
STUD DESIGN	STUD WIDTH	STUD SPACING	ALLOW. DEFL.	PARTITION HEIGHT ONE LAYER 5/8"	PARTITION HEIGHT TWO LAYERS 5/8"	FURRING ONE LAYER 5/8"
25 GAUGE (.0179 MIN.)						
158ST25	1 5/8"	16"	L/360 L/360	9'6" d 8'3" d	10'6" d 9'0" d	8'3" d 7'3" d
		24"	L/360 L/360	8'3" d 7'3" d	8'9" f 8'0" d	7'3" d 6'3" d
212ST25	2 1/2"	16"	L/360 L/360	12'6" d 10'9" d	13'6" d 11'9" d	11'0" d 9'9" d
		24"	L/360 L/360	10'9" d 9'6" d	11'3" f 10'3" d	9'9" d 8'6" d
358ST25	3 5/8"	16"	L/360 L/360	16'0" d 14'0" d	16'9" f 14'9" d	14'6" d* 12'9" d*
		24"	L/360 L/360	13'6" f 12'3" d	13'6" f 13'0" d	12'9" d* 11'0" d
400ST25	4"	16"	L/360 L/360	17'3" d 15'0" d	17'3" f 15'9" d	15'9" d* 13'9" d
		24"	L/360 L/360	14'3" f 13'0" d	14'3" f 13'9" d	13'9" d* 12'0" d
600ST25	6"	16"	L/360 L/360	20'0" f 20'0" f	20'0" f 20'0" f	20'0" f* 18'9" f
		24"	L/360 L/360	15'0" v 15'0" v	15'0" v 15'0" v	15'0" v* 15'0" v*
22 GAUGE (.0270 MIN.)						
212ST22	2 1/2"	16"	L/360 L/360	13'0" d 11'6" d	14'0" d 12'3" d	12'0" d 10'6" d
		24"	L/360 L/360	11'6" d 10'0" d	12'3" d 10'6" d	10'6" d 9'3" d
358ST22	3 5/8"	16"	L/360 L/360	17'3" d 15'0" d	18'0" d 15'9" d	16'0" d* 14'0" d*
		24"	L/360 L/360	15'0" d 13'0" d	15'9" d 13'9" d	14'0" d* 12'3" d*
400ST22	4"	16"	L/360 L/360	18'6" d 16'3" d	19'3" d 16'9" d	17'3" d* 15'0" d
		24"	L/360 L/360	16'3" d 14'0" d	16'9" d 14'9" d	15'0" d* 13'3" d
600ST22	6"	16"	L/360 L/360	25'3" d 22'0" d	26'0" d 22'9" d	23'9" d* 20'9" d
		24"	L/360 L/360	22'0" d 19'3" d	22'9" d 19'9" d	20'9" d* 18'3" d*
20 GAUGE (.0329 MIN.)						
212ST22	2 1/2"	16"	L/360 L/360	14'0" d 12'3" d	14'9" d 13'0" d	13'0" d* 11'6" d
		24"	L/360 L/360	12'3" d 10'9" d	13'0" d 11'3" d	11'6" d 10'0" d
358ST22	3 5/8"	16"	L/360 L/360	18'3" d 16'0" d	19'0" d 16'6" d	17'3" d* 15'0" d*
		24"	L/360 L/360	16'0" d 14'0" d	16'6" d 14'6" d	15'0" d* 13'3" d
400ST22	4"	16"	L/360 L/360	19'6" d 17'3" d	20'3" d 17'9" d	18'9" d* 16'3" d
		24"	L/360 L/360	17'3" d 15'0" d	17'9" d 15'6" d	16'3" d* 14'3" d*
600ST22	6"	16"	L/360 L/360	26'6" d 23'3" d	27'6" d 24'0" d	25'6" d* 22'3" d*
		24"	L/360 L/360	23'3" d 20'3" d	24'0" d 21'0" d	22'3" d* 19'6" d*

TYPICAL LIMITING HEIGHTS - CHASE WALL PARTITIONS TABLE 2
20 GAUGE (.0329 MIN.)

STUD DESIGN	STUD WIDTH	STUD SPACING	ALLOW. DEFL.	PARTITION HEIGHT GWB BOTH SIDES	PARTITION HEIGHT GWB ONE SIDE
600CH20	6"	24"	L/360	20'11" d	21'2" d

NOTES:

- LIMITING HEIGHT FOR 5/8" GYPSUM PANELS AND 5 PSF UNIFORM LOAD PERPENDICULAR TO PARTITION OR FURRING.
- USE ONE-LAYER HEIGHTS FOR UNBALANCED ASSEMBLIES. USE TWO-LAYER HEIGHTS FOR MULTI-LAYER ASSEMBLIES.
- FOR FURRING, STUD ATTACHED TO TOP AND BOTTOM RUNNERS AND FREE-STANDING UP TO 12'-0" HEIGHT.
- *STUDS EXCEEDING 12'-0" HEIGHT REQUIRE MID-HEIGHT ANCHOR TO EXTERIOR WALL. ASSEMBLIES WITHOUT FACE PANELS AND CHASE WALLS PARTITIONS REQUIRE VERTICAL CROSS BRACES 4'-0" O.C. MAX. LIMITING CRITERIA D-DEFLECTION, F-BENDING STRESS, V-END REACTION SHEAR.
- THE TYPICAL PHYSICAL AND STRUCTURAL PROPERTIES AND APPLICABLE TABLES PUBLISHED WITH THIS CHART REPRESENT CHARACTERISTICS AND/OR STEEL STUDS CURRENTLY AVAILABLE FROM A GROUP OF STEEL STUD MANUFACTURERS.
- GENERAL CONTRACTOR TO CONSULT STUD MANUFACTURER FOR ACTUAL PHYSICAL AND STRUCTURAL PROPERTIES, STUD THICKNESSES AND LIMITING HEIGHT TABLES TO DETERMINE FINAL STUD SELECTION.



DIEZ, INC.
ARCHITECTURE - PLANNING - INTERIOR DESIGN
7490 S.W. 58th St.
Miami, FL 33143
Tel. (305) 663-8337
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AA 0003470 - IB0001256



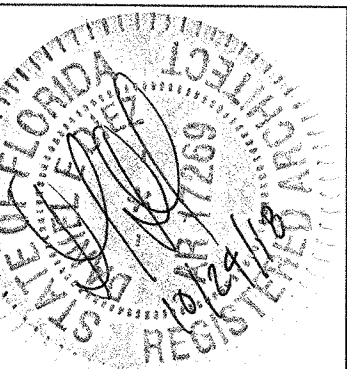
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COC 1504096
Tel. 305-826-6377

PROPOSED INDOOR SHOOTING RANGE AND IMPROVEMENTS FOR

ANDY'S POLICE SUPPLY

PROJECT ADDRESS: 14000-14002 N.W. 82nd AVE MIAMI LAKES, FLORIDA 33016
OWNER: ANDRES PEREZ

SEAL



DANIEL E. DIEZ, R.A.
AR0017269

ISSUES:	DATE:
PERMIT SET	05-31-16
BLDG / FIRE DEPT COMMENTS	09-06-16
BLDG / FIRE DEPT COMMENTS	11-23-16
OWNER CHANGES	06-23-17
OWNER CHANGES	04-13-18
OWNER CHANGES	10-23-18

DRAWING TITLE
2ND LEVEL FLOOR PLAN

PROJECT NO. 14-35

SHEET

A-4

2011
3-25-01
0110

REV 2018-3976
14000-14002 NW 82 AVE.

OFFICE COPY

TOWN OF MIAMI LAKES					
THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR NO INSPECTION WILL BE GIVEN					
SECTION	APPROVED		DISAPPROVED		
	BY	DATE	BY	DATE	
ZONING					
LANDSCAPING					
PUBLICWORKS					
BUILDING					
UTILITIES					
HANDICAP					
STRUCTURAL					
ELECTRICAL					
PLUMBING					
MECHANICAL					
ENERGY					
FIRE					

Subject to compliance with all Federal, State and County laws, regulations and ordinances.
The Town of Miami Lakes disclaims any responsibility for any damage or injury resulting from
use of this plan.
In addition to the requirements of this permit there may be additional
restrictions applicable to this in the public record of this county and town.





Soundproof Leader

DATE: APRIL 17, 2019

ACOUSTIC SONIC INC.
6946 NW 50 ST MIAMI, FL 33166
305 4368360 off 305 436 8585 fax

TO: Calixto Vallejo or Andres Peres
Range & Tactical Center
14000 NW 82 Ave
Miami Lakes. FL 33014

RECEIVED
April 17, 2019

Re: Noise Survey for Shooting Range
14000 NW 82 Ave. Miami Lakes. FL 33014

INTRODUCTION

I am pleased to present the results of a noise survey which was conducted at your request. The purpose of this noise analysis is to examine the potential for noise impacts related to the Shooting Range inside 14000 NW 82 AVE Miami Lakes, FL and how surrounding properties might be affected. Noise analysis considers existing background noise levels. This study was made on Thursday, March 21, 2019, during morning hours (i.e from 11.00 am to 12.00 pm).

Noise Fundamentals

Noise is typically measured in units called decibels (db), which are ten times the logarithm of the ratio of the sound pressure squared to a standard reference pressure squared. Because loudness is important in the assessment of the effects of noise on people, the dependence of loudness on frequency must be taken into account in the noise scale used in environmental assessment.

Frequency defines sound in terms of pitch components. One of the simplified scales that accounts for the dependence of perceived loudness on frequency is the use of a weighting network known as A-weighting in the measurement system, to simulate response of the human ear. For most noise assessments the A-weighted sound pressure level in units of dBA is used in view of its widespread recognition and its close correlation with perception. Common noise levels in dBA are shown in the Table 1.

Sound Pressure Level (SPL) and Permissible Exposure Time for Noise

Sound Pressure Level	Sound pressure	Permissible Exposure Time
115 dB	11.2 Pa	0.46875 minutes (~30 sec)
112 dB	7.96 Pa	0.9375 minutes (~1 min)
109 dB	5.64 Pa	1.875 minutes (< 2 min)
106 dB	3.99 Pa	3.75 minutes (< 4 min)
103 dB	2.83 Pa	7.5 minutes
100 dB	2.00 Pa	15 minutes
97 dB	1.42 Pa	30 minutes
94 dB - - - - -	1.00 Pa - - - - -	1 hour - - - - -
91 dB	0.71 Pa	2 hours
88 dB	0.50 Pa	4 hours
85 dB	0.36 Pa	8 hours
82 dB	0.25 Pa	16 hours

Table 1 show Guidelines for recommended permissible exposure time for continuous time weighted average noise, according to OSHA Occupational Safety and Health Administration.

SOUND CHARACTERISTICS OF FIREARMS

The muzzle report can be regarded as a point source with a directional characteristic. The ballistic wave can be treated as a coherent line source, radiating a conical shock wave. The propagation of the ballistic wave is extremely directional and is limited to a well-defined geometrical area. It is radiated mainly at an angle of 60° from the bullet path. The sound of a firearm usually concentrates on high frequency (i.e. above 1000 Hz).

The noise from firearms is described as being “impulsive,” which signifies that the sound lasts for only a very short period of time, typically less than 1 second.

Measurements using the impulse sound level meter response are commonly taken with the A-weighting and expressed in terms of dBA(I) or dBA(L). There are two main methods of measuring impulsive sound, and hence firearm sound levels. The first method is to measure the Leq of the sound from a range over a 1 hour period, and then apply a penalty between 5 dB and 12 dB . The second method is to measure typical shots with the impulse (or peak) meter response and A-weighting to obtain a level expressed in terms of dBA(I) (or dBA Peak). If the individual impulse (or peak) sound levels vary, then they can be averaged to obtain a single result.

SCOPE OF WORK

We set up sound level meters located in the property line area. The sound level meters is Class A with a current calibration certificate and standard frequency weighting, frequency filtered by octave band and fast response. The noise analysis considers existing background noise levels. In order to ensure the accurate and repeatable measurement of impulsive sound levels from firearms, two parameters were established as being suitable for the measurement of firearm-

related sounds - that is, either a Leq measurement over a 1-hour period or a reading with the impulse meter response. The maximum 1-hour equivalent sound level (Leq) has been selected as the noise descriptor to be used in the noise impact evaluation. Leq is the noise descriptor used by the city and governmental agencies for noise impact evaluation and is used to provide an indication of highest expected sound levels.

Measurements sites were selected at the followings locations:

- Site 1 (P1) located in front of the Shooting Range door 14000 NW 82 AVE nearest property line at several points of reception to determine which location is the one with the highest sound levels and thus be designated as the critical point of reception just to property line.



- Site 2 (P2) located at the office of the unit 14004 NW 82 AVE just inside of the property.



EQUIPMENT USED DURING NOISE SURVEY

The equipment and measuring procedures followed the prevailing America Society for Testing and Materials, ASTM designation E1503. Calculations, classifications and storage of the data were accomplished by computer.

- Sound Level Meter Cesva SC 420 Class 1 (precision) Calibrate Noise Level- Lab (94 db)
- Spectrum Analyzer Cesva SC-420

WEATHER CONDITIONS

Time (EST)	Temp.	Humidity	Wind Dir	Wind Speed	Conditions
11:00 AM	75.0 °F	66%	NNW	9 mph	Clear

Noise Ordinance Miami Dade, Florida.

Ordinance: 10754

Maximum Permitted Sound Level in Decibels dBA

Receiving Land Use	At Property Line or Beyond Between 10:00 p.m. and 7:00 a.m.	At Property Line or Beyond Between 7:00 a.m. and 10:00 p.m
Single-family	5 dBA above ambient or maximum of 55 dBA	10 dBA above ambient or maximum of 60 dBA
Multifamily, institutional, parks and noise-sensitive zones	5 dBA above ambient or maximum of 60 dBA	10 dBA above ambient or maximum of 65 dBA
Retail commercial (offices, retail, restaurants and movies)	5 dBA above ambient or maximum of 65 dBA	10 dBA above ambient or maximum of 65 dBA
Wholesale commercial and industrial	5 dBA above ambient or maximum of 70 dBA	10 dBA above ambient or maximum of 75 dBA

Distance and Sound Propagation

Sound spreads spherically from the source and dissipates at a rate of 6 dB each time the distance from the source is doubled. For each 6 decibel reduction, there is also a 50% reduction in sound pressure and a 75% in sound intensity of the initial value. When developing a range or modifying an existing one it is important to keep in mind that distance can be one of your greatest assets when it comes to noise management. Something as simple as buying land adjacent to you can significantly help in reducing noise complaints. Additional reductions in sound levels can occur depending on surrounding environmental factors. For example, a soft surface such as a grass-covered field creates a reflection that interferes with the sound going in a straight line from the source, resulting in as much as a 25 dB reduction. The weather also has a significant effect on the way sound travels. Since under most weather conditions wind and temperature vary with height above the ground, the vertical gradients cause the speed of sound to also vary with height. It is also important to note that sound levels can be increased or decreased depending on atmospheric conditions, and therefore could differ daily even if the source remains the same.

MEASUREMENTS RESULTS

FIRE ARM	TEST 1 Noise Level Outside unit 14400		TEST 2 Noise Level Office with shooting range operating		Audible
	dbA	dbAI	dbA	dbAI	
9 MM CALIBER	45	50	50	57	Barely Audible
.45 PISTOL	50	55	55	60	Audible
Rifle	53	57	60	65	Audible

Table 2

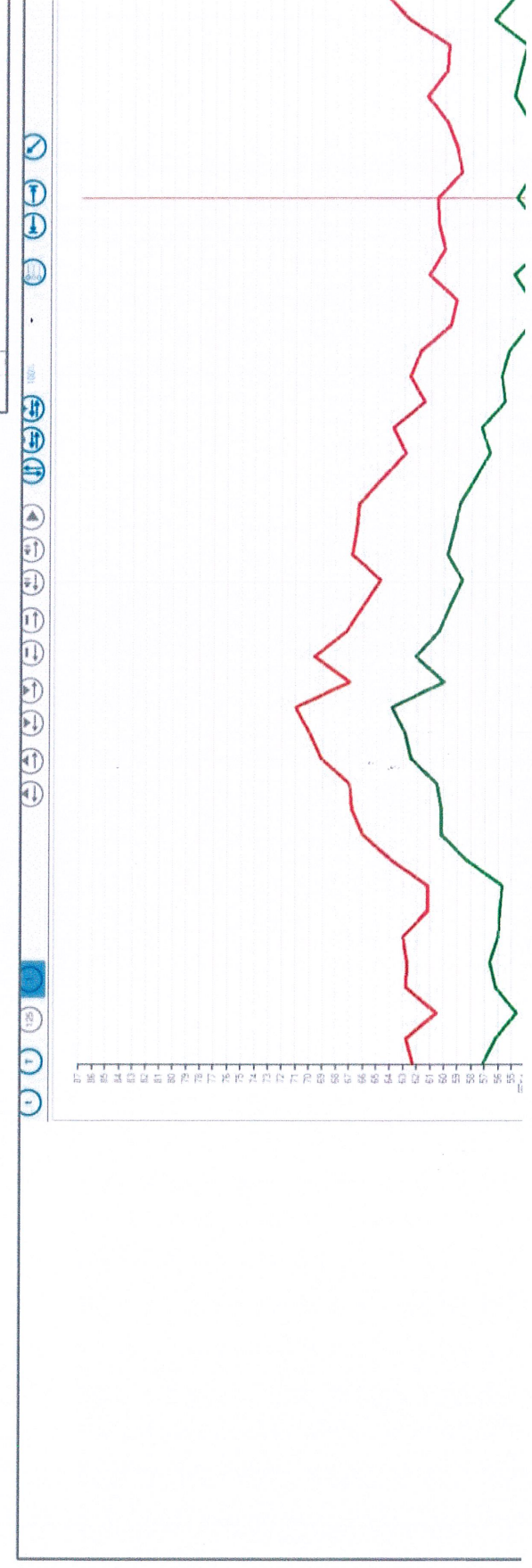
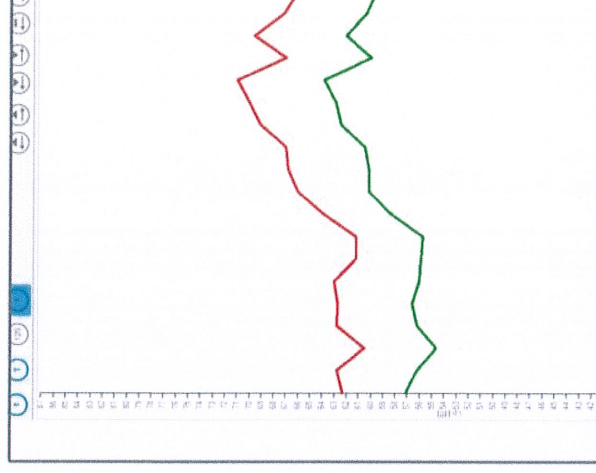
Noise Level in office . Caliber 9

Sound level meter -- S/N: T241695 -- 00017 2019-03-21 11-37-36 S.cdf

Start: 3/21/2019 11:37:36 AM / Mode: Sound Level Meter

End: 3/21/2019 11:38:55 AM / Field correction: Free field

T time: 00:00:30 / t time: 0:01:19



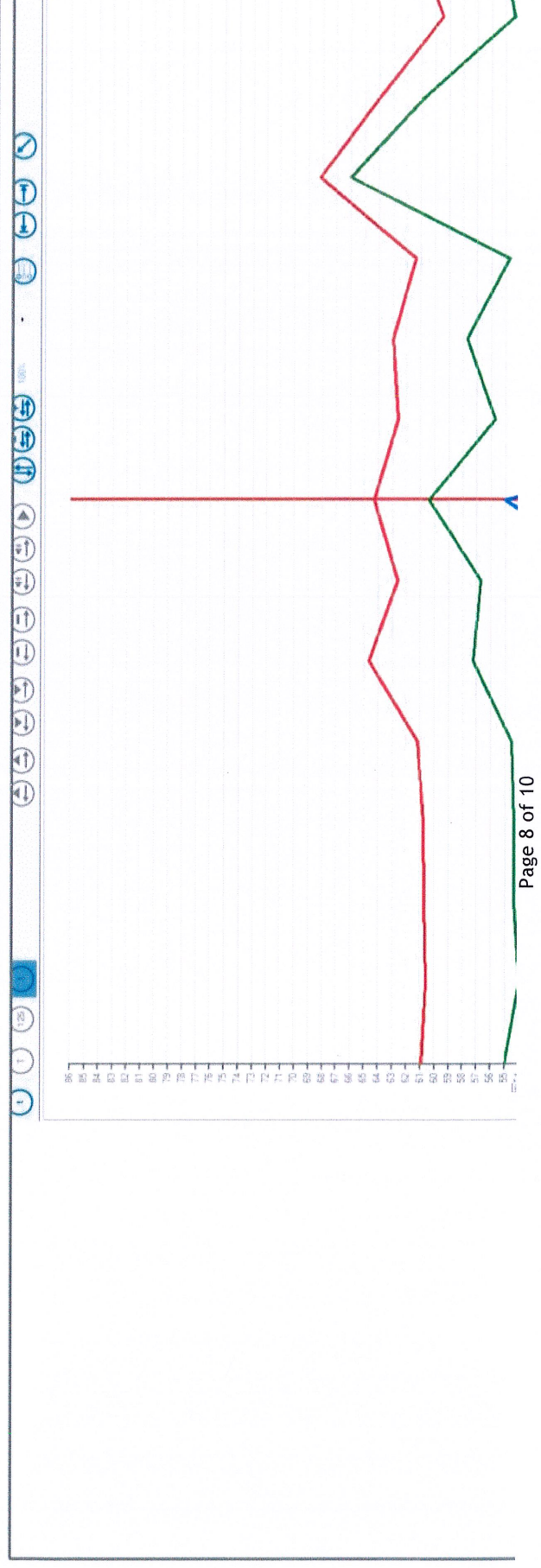
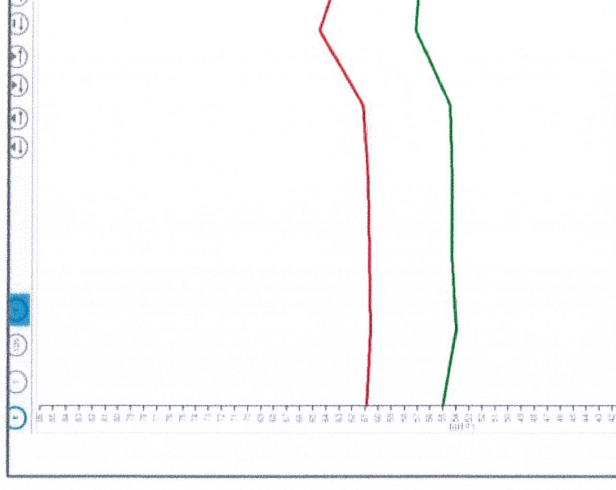
Noise Level Office. Cal 45

Sound level meter -- S/N: T241695 -- 00019 2019-03-21 11:40-30 S.cdf

Start: 3/21/2019 11:40:30 AM / Mode: Sound Level Meter

End: 3/21/2019 11:40:55 AM / Field correction: Free field

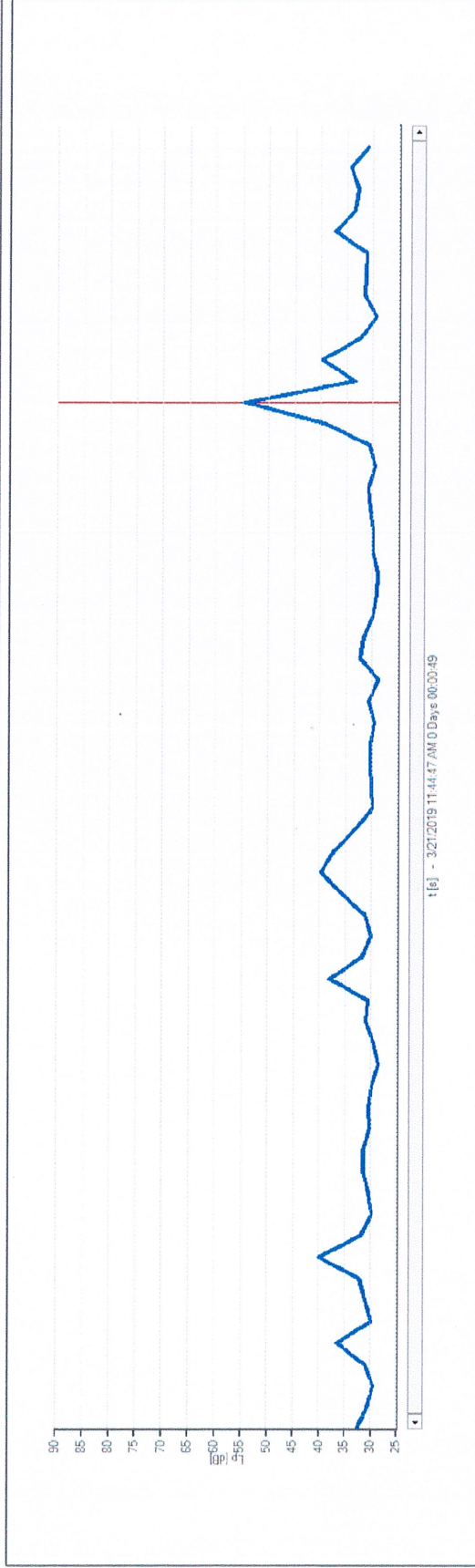
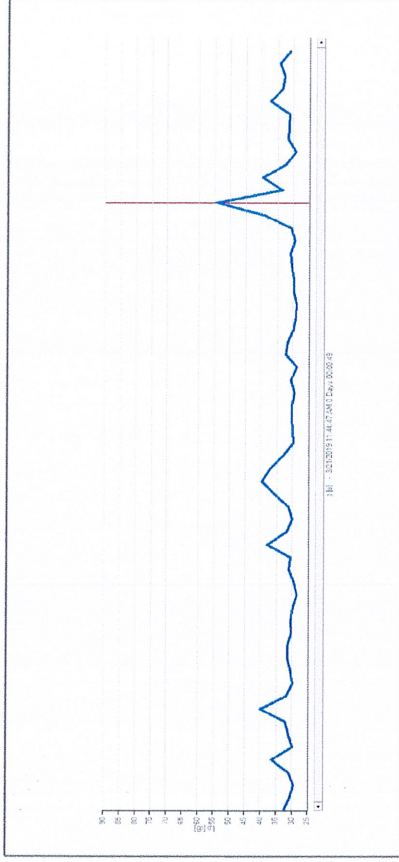
T time: 00:00:30 / t time: 0:00:25



Noise Level in Office Rifle

Sound level meter -- S/N: T241695 -- 00021 2019-03-21 11:43:58 S.cdf

Start: 3/21/2019 11:43:58 AM / Mode: Sound Level Meter
 End: 3/21/2019 11:44:59 AM / Field correction: Free field
 T time: 00:00:30 / t time: 0:01:01



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CONCLUSIONS

The shooting noise was inaudible or only barely audible outside the building just in front of the property. (Test 1)

The maximum level recorded in the office 14004 when the shooting noise was audible (not just "barely audible") was 65 dbAI with the rifle shooting, however it was only audible a few minutes. Although the potential noise impact to the nearest office, 14004, is well within compliance with the standards, gunshot noise is clearly audible at this locations at times. Reaction to noise is subjective. It is impossible to predict an individual's sensitivity to noise. Anytime a sound is audible there is a potential for annoyance.

Due to the room being small, the direction of the shooting range and land used does not affect significantly the noise level in the adjacent spaces.

RECOMMENDATIONS

Sound-absorbing materials on the inside of the indoor range should be add in order to provide reduction of noise to the exterior and will reduce interior sound level.

The walls and roof of the indoor range building should be checked, some opening could be affecting transmission loss of walls.

GLOSSARY OF ACOUSTICAL TERMS

A-Weighted Sound Pressure Level

The sound pressure level that is modified by the application of A-weighting. It is measured in A-weighted decibels and denoted dBA. A-Weighting The frequency weighting characteristic as specified in IEC 123 or IEC 179 and intended to approximate the relative sensitivity of the normal human ear to different frequencies (pitches) of sound.

Impulse Sound Level dbAI

The sound level of an impulsive sound as measured with an Impulse Sound Level Meter set to impulse response. It is measured in A-weighted decibels and denoted dbAI.

Acoustic Calibrator

An electro-mechanical or mechanical device intended for the calibration of sound level meters and meeting the specifications of Publication NPC-102 - Instrumentation, for Acoustic Calibrators.

Decibel A

dbA dimensionless measure of sound level or sound pressure level; see "Sound Pressure Level."

Effective Sound Pressure

The "effective sound pressure" at a point is the root-mean square value of the instantaneous sound pressure, over a time interval, at the point under consideration as detected with a sound level meter.

Equivalent Sound Level

Sometimes denoted as Leq. It is the value of the constant sound level that results from exposure to the same total A-weighted energy as does the specified time-varying sound, if the

mathematical definition of Equivalent Sound Level (Leq) for an interval defined.

Fast Response

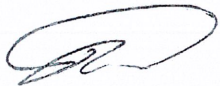
A dynamic characteristic setting of a sound level meter.

Frequency The “frequency” of a periodic quantity is the number of times that the quantity repeats itself in a unit interval of time. The unit of measurement is hertz (Hz), which represents the number of cycles per second.

General Purpose Sound Level Meter Fast Response A dynamic characteristic setting of a sound level meter.

Please contact me if you have any questions or need additional information.

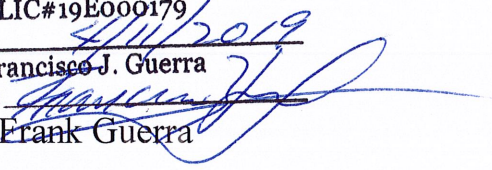
Tested by:



Roberto Gonzalez. BS. INCE,ASA.
Acoustical Consultant
Acoustic Sonic Inc

Approved
AudioVideo Technical Services
LIC#19E000179

Date: 4/11/2019
Francisco J. Guerra

Signature: 
Ing Frank Guerra

Scantek, Inc.

CALIBRATION LABORATORY

ISO 17025: 2005, ANSI/NCSL Z540:1994 Part 1

ACCREDITED by NVLAP (an ILAC MRA signatory)

NVLAP[®]
CALIBRATION
NVLAP Lab Code: 200625-0

Calibration Certificate No.39334

Instrument: Sound Level Meter
Model: SC420
Manufacturer: Cesva
Serial number: T241695
Tested with: Microphone C140 s/n 13403
Preamplifier PA020 s/n 261
Type (class): 1
Customer: Acoustic Sonic, Inc.
Tel/Fax: 305-436-8360 / 305-436-8585

Date Calibrated: 9/18/2017 **Cal Due:**

Status:	Received	Sent
In tolerance:	X	X
Out of tolerance:		

See comments:**Contains non-accredited tests:** Yes ☒ No**Calibration service:** Basic ☒ Standard**Address:** 6946 NW 50th Street,
Miami, FL 33166**Tested in accordance with the following procedures and standards:**

Calibration of Sound Level Meters, Scantek Inc., Rev. 6/26/2015

SLM & Dosimeters – Acoustical Tests, Scantek Inc., Rev. 7/6/2011

Instrumentation used for calibration: Nor-1504 Norsonic Test System:

Instrument - Manufacturer	Description	S/N	Cal. Date	Traceability evidence	Cal. Due
				Cal. Lab / Accreditation	
483B-Norsonic	SME Cal Unit	31052	Oct 26, 2016	Scantek, Inc./ NVLAP	Oct 26, 2017
DS-360-SRS	Function Generator	33584	Oct 20, 2015	ACR Env./ A2LA	Oct 20, 2017
34401A-Agilent Technologies	Digital Voltmeter	US36120731	Oct 12, 2016	ACR Env./ A2LA	Oct 12, 2017
HM30-Thommen	Meteo Station	1040170/39633	Nov 1, 2016	ACR Env./ A2LA	Nov 1, 2017
PC Program 1019 Norsonic	Calibration software	v.6.1T	Validated Nov 2014	Scantek, Inc.	-
1251-Norsonic	Calibrator	30878	Nov 10, 2016	Scantek, Inc./ NVLAP	Nov 10, 2017

Instrumentation and test results are traceable to SI (International System of Units) through standards maintained by NIST (USA) and NPL (UK).

Environmental conditions:

Temperature (°C)	Barometric pressure (kPa)	Relative Humidity (%)
21.5	100.40	58.9

Calibrated by:	Lydon Dawkins	Authorized signatory:	Steven E. Marshall
Signature	<i>Lydon Dawkins</i>	Signature	<i>Steven E. Marshall</i>
Date	9/18/2017	Date	9/18/2017

Calibration Certificates or Test Reports shall not be reproduced, except in full, without written approval of the laboratory.

This Calibration Certificate or Test Reports shall not be used to claim product certification, approval or endorsement by NVLAP, NIST, or any agency of the federal government.

Document stored Z:\Calibration Lab\SLM 2017\SC420_T241695_M1.doc

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Planning Office
6601 Main Street • Miami Lakes, Florida 33014
(305) 364-6100 • www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Edward Pidermann, Town Manager

Subject: **HEARING NUMBER:** COND2019-0148
APPLICANT: Andres Perez, Jr.
FOLIO: 32-2022-052-0240
LOCATION: 14000 NW 82nd Avenue
Miami Lakes, Florida 33016
ZONING DISTRICT: IU-C, Industrial Use-Conditional
FUTURE LAND USE: Industrial and Office

Date: June 4, 2019

A. REQUEST(S)

In accordance with the Town of Miami Lakes Land Development Code (the “Code”), Andres Perez, Jr. (the “Applicant”) is requesting amendments to the conditions of an existing Conditional Use as follows:

1. An amendment to condition number one (1) of the Conditional Use approved by Resolution 15-1319 to approve the as-built layout of the project.
2. An amendment to condition number three (3) of the Conditional Use approved by Resolution 15-1319 to modify the maximum noise levels from zero (0) decibels to levels consistent with Occupational Safety and Health Administration (OSHA) for industrial Uses.
3. An amendment to condition number eight (8) of the Conditional Use approved by Resolution 15-1319 to allow the use of the shooting range by the general public.
4. An amendment to condition number nine (9) of the Conditional Use approved by Resolution 15-1319 to modify the hours of operation to Monday through Sunday from 8:00 a.m. to 9:00 p.m.

B. SUMMARY

On July 21, 2015 the Town Council approved a conditional use to permit an indoor shooting range at bays 23 and 24 of 14000 NW 82nd Ave via Resolution 15-1319, with nine (9) conditions. The shooting range has since been built out and has begun operations. At this time, the Applicant is requesting approval from the Council to amend conditions 1, 3, 8 and 9 of their conditional use as follows:

1. The approvals granted are based on the ~~preliminary~~ plans submitted, specifically sheets A-0, A-1 and A-2 A-3 and A-4, prepared by Diez, Inc., and all dated ~~01-30-15~~ October 2, 2017. Operation of the indoor shooting range shall be in substantial compliance with these plans, except as modifications may be required pursuant to these conditions, or changes required to comply with the Building Code that do not materially impact this approval.

* * *

3. Any and all noise associated with the shooting range shall be ~~contained within the warehouse units subject to this application.~~ within the noise range established by OSHA for industrial uses and districts. No shooting range noise (including firing guns) shall ~~be detectable~~ rise above said limits as measured outside of the warehouse units subject to this application, including areas outside the building and specifically including the adjacent warehouse unit. Where any such noise is found to ~~be detectable above said limits as measured~~ outside the warehouse units subject to this application, all shooting range use of the property shall immediately cease unless and until physical or operational changes are made to bring the operation into compliance with this condition. Repeated violation of this condition shall result in revocation, by the Administrative Official, of this conditional use approval and any certificate of use (CU) that has been issued.

* * *

8. The indoor shooting range shall be ~~used only as a training facility for police academy cadets~~ open to the general public. There will be at least two (2) licensed instructors present at all times ~~while the cadets are~~ during any training.
9. The hours of operation for the indoor shooting range shall be Monday through ~~Friday~~ Sunday from ~~4:00 p.m.~~ 8:00 a.m. to 9:00 p.m.

The applicant has submitted a sound report prepared by Acoustic Sonic, Inc, hereby incorporated as Exhibit B describing and relating the results of sound monitoring performed at the site.

C. STAFF RECOMMENDATION

Based on the information provided above, the Analysis provided below, and other factors contained in this report, Staff recommends approval of the modifications to the conditions of the Conditional Use for the establishment of an indoor shooting range in an industrial district.

CONDITIONS

1. This approval modifies only conditions one (1) regarding the final as-built layout, three (3) regarding the allowable noise levels, eight (8) regarding the use of the range by the public, and nine (9) regarding the hours of operation of Resolution 15-1319.
2. All other conditions enumerated in Resolution 15-1319 remain binding and unchanged.

D. BACKGROUND

Zoning District of Property: IU-C, Industrial Use-Conditional

Future Land Use Designation: Industrial and Office

Subject Property:

The subject site is a building within the Miami Lakes Business Park Section Two, with an address of 14000 NW 82nd Avenue. The building is located on the west side of NW 82nd Avenue between Commerce Way and NW 77th Court. The indoor shooting range is an addition to Andy's Police Supply and it occupies Units 23 and 24 at the east end of the structure, closest to NW 82nd Avenue. This area is characterized by businesses to the north, south and east, and Lake House Apartments to the west.

Surrounding Property:

	Land Use Designation	Zoning District
North:	Industrial and Office	IU-C
South:	Industrial and Office	IU-C
East:	Industrial and Office	IU-C
West:	Low-Medium Density Residential	RM-13

Subject Property Location Map:



E. OPEN BUILDING PERMITS/CODE COMPLIANCE CASES

There are no open building permits on file.

There are no open code violations.

F. ZONING HISTORY

According to the Property Appraiser's report, the structure was built in 2003 and has a land use of light manufacturing/commercial.

On July 21, 2015 the Town Council approved Resolution 15-1319 issuing a Conditional Use to permit the indoor shooting range.

On November 14, 2018 the Building Department issued a certificate of occupancy and business tax receipt and the business commenced operations.

G. ANALYSIS

Conditional Use Criteria

The following is an analysis of the amendment to the conditional use request based on the criteria pursuant to Section 13-303(b)(3) of the Code. All portions of this report are incorporated into all portions of this analysis.

1. Land Use Compatibility.

The indoor shooting range is located within an existing building on the property in Units 23 and 24. Interior modifications have converted the round floor of these units to a seven-lane shooting range and staging area. Unit 24 is the end unit within the structure, nearest to NW 82nd Avenue. This portion of the property is surrounded by other properties with IU-C uses and is farthest away from the Lake House Apartments to the west. Directly to the east of the subject property, across NW 82ⁿ Avenue, is the Promise Hospital acute care facility.

All necessary parking spaces, drives and ingress/egress are in place, as well as landscaping.

Compatibility issues raised by this application include noise impacts, the potential for bullets escaping the subject site and endangering people or property in nearby areas, and the potential for environmental hazards produced by spent ammunition, particularly the lead contained in said ammunition. The proposed indoor shooting range will be entirely within an enclosed building.

Condition number 3 of the resolution approving the conditional use states that *"Any and all noise associated with the shooting range shall be contained within the warehouse units subject to this application. No shooting range noise (including firing guns) shall be detectable outside of the warehouse units subject to this application, including areas outside the building and specifically including the adjacent warehouse unit"*. The applicant is requesting that this condition be modified to require compliance with OSHA standards for noise levels in industrial areas. As per current OSHA regulations (see exhibit C), employees in industrial areas may be exposed to a maximum of

85 decibels during an 8-hour interval. Any exposure above this noise level requires that the employer implement a monitoring program, and exposure to levels above 90 decibels requires the employer implement a hearing conservation program.

As per the provided sound report, the noise levels outside and within the adjacent warehouse space range from barely audible to audible, depending on the caliber and type of weapon fired, but at 65 Decibels, they remain 20 Decibels below the maximum suggested for industrial areas of 85 Decibels.

2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use.

The proposed indoor shooting range is located entirely within an existing building that can accommodate this type of use without any infrastructure modifications. The size and shape of the site, the proposed access and internal circulation is adequate to accommodate the proposed scale and intensity of the conditional use requested.

3. Compliance with the Comprehensive Plan and Land Development Code.

An indoor shooting range ("pistol range") is a permitted use (requiring a Conditional Use Permit) under both the Comprehensive Plan and Land Development Code.

The Industrial and Office Future Land Use Designation of the Comprehensive Plan allows for this uncommon use to be considered on a conditional basis at appropriate locations.

The proposed facility will meet all level of service (LOS) standards of the Comprehensive Plan.

The property is zoned Industrial Use-Conditional (IU-C). Per Section 13-748 of the Code, an indoor shooting range ("pistol range") is a conditional use in the IU-C Zoning District and requires a public hearing and approval by the Town Council.

4. Proper Use of Mitigative Techniques.

The proposed indoor shooting range is in an area with established industrial/warehouse/office. Mitigative measures regarding safety and weapon handling are proffered by the applicant and required by licensing agencies. Per submitted drawings, the space has been properly insulated to and reinforced to ensure that missiles are properly contained. In addition, as per the submitted sound study, noise levels fall within accepted limits for industrial uses.

5. Hazardous Waste.

The hazardous waste including, but not limited to spent bullet casings and exhaust, shall be disposed of properly according to the regulations of all local, State and Federal agencies including, but not limited to the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (DEP). In addition to these existing regulatory requirements, the proposed conditions additionally allow the Administrative Official to ensure that industry best practices are followed ventilation and capture/disposal practices to ensure that lead from this proposed use is not a threat to human health or to the natural environment.

- **Part Number:** 1910
- **Part Number Title:** Occupational Safety and Health Standards
- **Subpart:** 1910 Subpart G
- **Subpart Title:** Occupational Health and Environmental Control
- **Standard Number:** 1910.95
- **Title:** Occupational noise exposure.
- **Appendix:** A; B; C; D; E; F; G; H; I
- **GPO Source:** e-CFR

1910.95(a)

Protection against the effects of noise exposure shall be provided when the sound levels exceed those shown in Table G-16 when measured on the A scale of a standard sound level meter at slow response. When noise levels are determined by octave band analysis, the equivalent A-weighted sound level may be determined as follows:

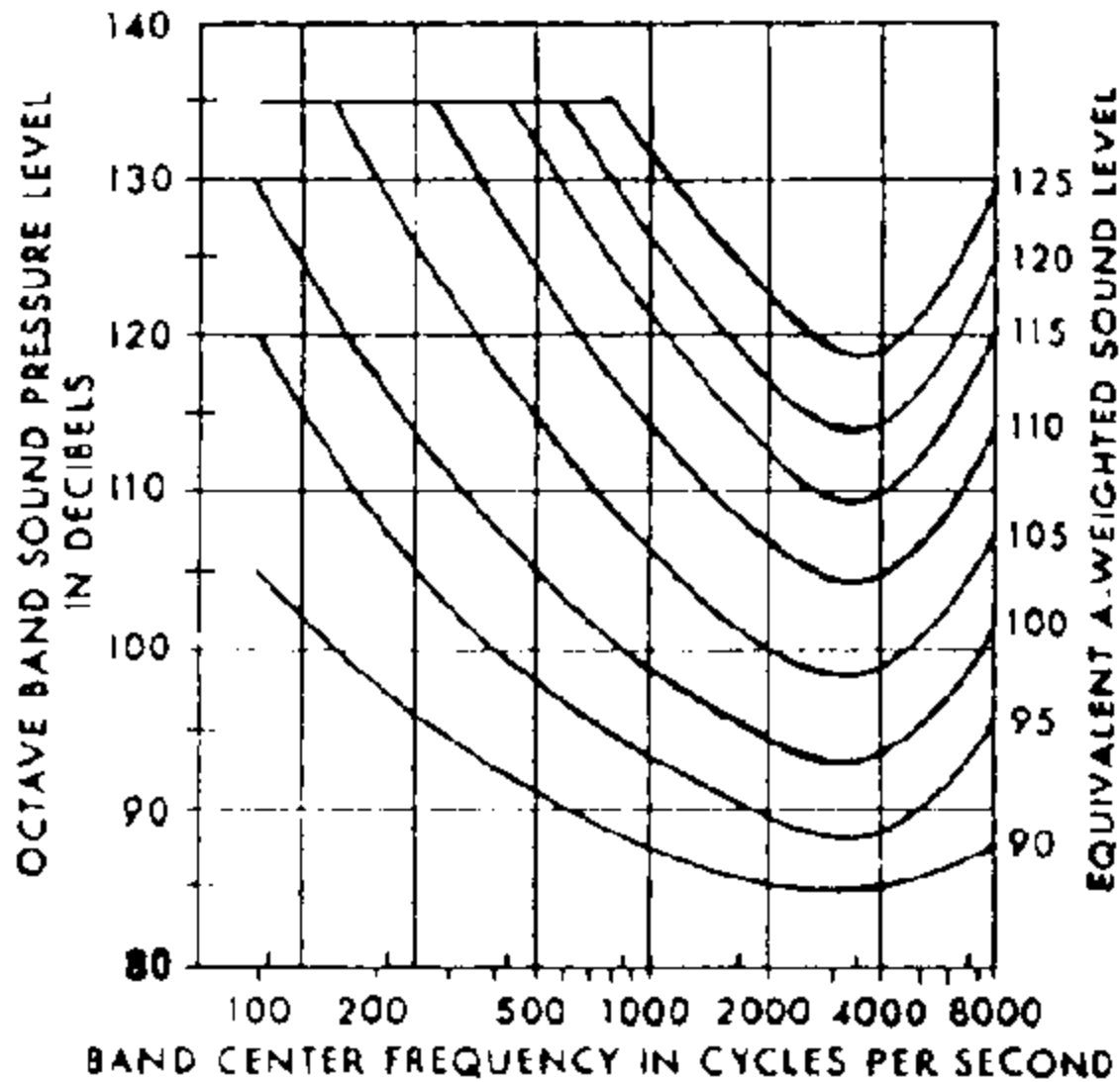


FIGURE G-9

Equivalent sound level contours. Octave band sound pressure levels may be converted to the equivalent A-weighted sound

level by plotting them on this graph and noting the A-weighted sound level corresponding to the point of highest penetration into the sound level contours. This equivalent A-weighted sound level, which may differ from the actual A-weighted sound level of the noise, is used to determine exposure limits from Table 1.G-16.

1910.95(b)(1)

When employees are subjected to sound exceeding those listed in Table G-16, feasible administrative or engineering controls shall be utilized. If such controls fail to reduce sound levels within the levels of Table G-16, personal protective equipment shall be provided and used to reduce sound levels within the levels of the table.

1910.95(b)(2)

If the variations in noise level involve maxima at intervals of 1 second or less, it is to be considered continuous.

TABLE G-16 - PERMISSIBLE NOISE EXPOSURES (1)

Duration per day, hours	Sound level dBA slow response
8.....	90
6.....	92
4.....	95
3.....	97
2.....	100
1 1/2	102
1.....	105
1/2	110
1/4 or less.....	115

Footnote(1) When the daily noise exposure is composed of two or more periods of noise exposure of different levels, their combined effect should be considered, rather than the individual effect of each. If the sum of the following fractions: C(1)/T(1) + C(2)/T(2) C(n)/T(n) exceeds unity, then, the mixed exposure should be considered to exceed the limit value. Cn indicates the total time of exposure at a specified noise level, and Tn indicates the total time of exposure permitted at that level. Exposure to impulsive or impact noise should not exceed 140 dB peak sound pressure level.

1910.95(c)

"Hearing conservation program."

1910.95(c)(1)

The employer shall administer a continuing, effective hearing conservation program, as described in paragraphs (c) through (o) of this section, whenever employee noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 85 decibels measured on the A scale (slow response) or, equivalently, a dose of fifty percent. For purposes of the hearing conservation program, employee noise exposures shall be computed in accordance with appendix A and Table G-16a, and without regard to any attenuation provided by the use of personal protective equipment.

1910.95(c)(2)

For purposes of paragraphs (c) through (n) of this section, an 8-hour time-weighted average of 85 decibels or a dose of fifty percent shall also be referred to as the action level.

1910.95(d)

"Monitoring."

1910.95(d)(1)

When information indicates that any employee's exposure may equal or exceed an 8-hour time-weighted average of 85 decibels, the employer shall develop and implement a monitoring program.

1910.95(d)(1)(i)

The sampling strategy shall be designed to identify employees for inclusion in the hearing conservation program and to enable the proper selection of hearing protectors.

1910.95(d)(1)(ii)

Where circumstances such as high worker mobility, significant variations in sound level, or a significant component of impulse noise make area monitoring generally inappropriate, the employer shall use representative personal sampling to comply with the monitoring requirements of this paragraph unless the employer can show that area sampling produces equivalent results.

1910.95(d)(2)(i)

All continuous, intermittent and impulsive sound levels from 80 decibels to 130 decibels shall be integrated into the noise measurements.

1910.95(d)(2)(ii)

Instruments used to measure employee noise exposure shall be calibrated to ensure measurement accuracy.

1910.95(d)(3)

Monitoring shall be repeated whenever a change in production, process, equipment or controls increases noise exposures to the extent that:

1910.95(d)(3)(i)

Additional employees may be exposed at or above the action level; or

1910.95(d)(3)(ii)

The attenuation provided by hearing protectors being used by employees may be rendered inadequate to meet the requirements of paragraph (j) of this section.

1910.95(e)

"Employee notification." The employer shall notify each employee exposed at or above an 8-hour time-weighted average of 85 decibels of the results of the monitoring.

1910.95(f)

"Observation of monitoring." The employer shall provide affected employees or their representatives with an opportunity to observe any noise measurements conducted pursuant to this section.

1910.95(g)

"Audiometric testing program."

1910.95(g)(1)

The employer shall establish and maintain an audiometric testing program as provided in this paragraph by making audiometric testing available to all employees whose exposures equal or exceed an 8-hour time-weighted average of 85

decibels.

1910.95(g)(2)

The program shall be provided at no cost to employees.

1910.95(g)(3)

Audiometric tests shall be performed by a licensed or certified audiologist, otolaryngologist, or other physician, or by a technician who is certified by the Council of Accreditation in Occupational Hearing Conservation, or who has satisfactorily demonstrated competence in administering audiometric examinations, obtaining valid audiograms, and properly using, maintaining and checking calibration and proper functioning of the audiometers being used. A technician who operates microprocessor audiometers does not need to be certified. A technician who performs audiometric tests must be responsible to an audiologist, otolaryngologist or physician.

1910.95(g)(4)

All audiograms obtained pursuant to this section shall meet the requirements of Appendix C: "Audiometric Measuring Instruments."

1910.95(g)(5)

"Baseline audiogram."

1910.95(g)(5)(i)

Within 6 months of an employee's first exposure at or above the action level, the employer shall establish a valid baseline audiogram against which subsequent audiograms can be compared.

1910.95(g)(5)(ii)

"Mobile test van exception." Where mobile test vans are used to meet the audiometric testing obligation, the employer shall obtain a valid baseline audiogram within 1 year of an employee's first exposure at or above the action level. Where baseline audiograms are obtained more than 6 months after the employee's first exposure at or above the action level, employees shall wear hearing protectors for any period exceeding six months after first exposure until the baseline audiogram is obtained.

1910.95(g)(5)(iii)

Testing to establish a baseline audiogram shall be preceded by at least 14 hours without exposure to workplace noise. Hearing protectors may be used as a substitute for the requirement that baseline audiograms be preceded by 14 hours without exposure to workplace noise.

1910.95(g)(5)(iv)

The employer shall notify employees of the need to avoid high levels of non-occupational noise exposure during the 14-hour period immediately preceding the audiometric examination.

1910.95(g)(6)

"Annual audiogram." At least annually after obtaining the baseline audiogram, the employer shall obtain a new audiogram for each employee exposed at or above an 8-hour time-weighted average of 85 decibels.

1910.95(g)(7)

"Evaluation of audiogram."

1910.95(g)(7)(i)

Each employee's annual audiogram shall be compared to that employee's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift as defined in paragraph (g)(10) of this section has occurred. This comparison may be done by a technician.

1910.95(g)(7)(ii)

If the annual audiogram shows that an employee has suffered a standard threshold shift, the employer may obtain a retest within 30 days and consider the results of the retest as the annual audiogram.

1910.95(g)(7)(iii)

The audiologist, otolaryngologist, or physician shall review problem audiograms and shall determine whether there is a need for further evaluation. The employer shall provide to the person performing this evaluation the following information:

1910.95(g)(7)(iii)(A)

A copy of the requirements for hearing conservation as set forth in paragraphs (c) through (n) of this section;

1910.95(g)(7)(iii)(B)

The baseline audiogram and most recent audiogram of the employee to be evaluated;

1910.95(g)(7)(iii)(C)

Measurements of background sound pressure levels in the audiometric test room as required in Appendix D: Audiometric Test Rooms.

1910.95(g)(7)(iii)(D)

Records of audiometer calibrations required by paragraph (h)(5) of this section.

1910.95(g)(8)

"Follow-up procedures."

1910.95(g)(8)(i)

If a comparison of the annual audiogram to the baseline audiogram indicates a standard threshold shift as defined in paragraph (g)(10) of this section has occurred, the employee shall be informed of this fact in writing, within 21 days of the determination.

1910.95(g)(8)(ii)

Unless a physician determines that the standard threshold shift is not work related or aggravated by occupational noise exposure, the employer shall ensure that the following steps are taken when a standard threshold shift occurs:

1910.95(g)(8)(ii)(A)

Employees not using hearing protectors shall be fitted with hearing protectors, trained in their use and care, and required to use them.

1910.95(g)(8)(ii)(B)

Employees already using hearing protectors shall be refitted and retrained in the use of hearing protectors and provided with hearing protectors offering greater attenuation if necessary.

1910.95(g)(8)(ii)(C)

The employee shall be referred for a clinical audiological evaluation or an otological examination, as appropriate, if additional testing is necessary or if the employer suspects that a medical pathology of the ear is caused or aggravated by the wearing of hearing protectors.

1910.95(g)(8)(ii)(D)

The employee is informed of the need for an otological examination if a medical pathology of the ear that is unrelated to the use of hearing protectors is suspected.

1910.95(g)(8)(iii)

If subsequent audiometric testing of an employee whose exposure to noise is less than an 8-hour TWA of 90 decibels indicates that a standard threshold shift is not persistent, the employer:

1910.95(g)(8)(iii)(A)

Shall inform the employee of the new audiometric interpretation; and

1910.95(g)(8)(iii)(B)

May discontinue the required use of hearing protectors for that employee.

1910.95(g)(9)

"Revised baseline." An annual audiogram may be substituted for the baseline audiogram when, in the judgment of the audiologist, otolaryngologist or physician who is evaluating the audiogram:

1910.95(g)(9)(i)

The standard threshold shift revealed by the audiogram is persistent; or

1910.95(g)(9)(ii)

The hearing threshold shown in the annual audiogram indicates significant improvement over the baseline audiogram.

1910.95(g)(10)

"Standard threshold shift."

1910.95(g)(10)(i)

As used in this section, a standard threshold shift is a change in hearing threshold relative to the baseline audiogram of an average of 10 dB or more at 2000, 3000, and 4000 Hz in either ear.

1910.95(g)(10)(ii)

In determining whether a standard threshold shift has occurred, allowance may be made for the contribution of aging (presbycusis) to the change in hearing level by correcting the annual audiogram according to the procedure described in Appendix F: "Calculation and Application of Age Correction to Audiograms."

1910.95(h)

"Audiometric test requirements."

1910.95(h)(1)

Audiometric tests shall be pure tone, air conduction, hearing threshold examinations, with test frequencies including as a minimum 500, 1000, 2000, 3000, 4000, and 6000 Hz. Tests at each frequency shall be taken separately for each ear.

1910.95(h)(2)

Audiometric tests shall be conducted with audiometers (including microprocessor audiometers) that meet the specifications of, and are maintained and used in accordance with, American National Standard Specification for Audiometers, S3.6-1969, which is incorporated by reference as specified in Sec. 1910.6.

1910.95(h)(3)

Pulsed-tone and self-recording audiometers, if used, shall meet the requirements specified in Appendix C: "Audiometric Measuring Instruments."

1910.95(h)(4)

Audiometric examinations shall be administered in a room meeting the requirements listed in Appendix D: "Audiometric Test Rooms."

1910.95(h)(5)

"Audiometer calibration."

1910.95(h)(5)(i)

The functional operation of the audiometer shall be checked before each day's use by testing a person with known, stable hearing thresholds, and by listening to the audiometer's output to make sure that the output is free from distorted or unwanted sounds. Deviations of 10 decibels or greater require an acoustic calibration.

1910.95(h)(5)(ii)

Audiometer calibration shall be checked acoustically at least annually in accordance with Appendix E: "Acoustic Calibration of Audiometers." Test frequencies below 500 Hz and above 6000 Hz may be omitted from this check. Deviations of 15 decibels or greater require an exhaustive calibration.

1910.95(h)(5)(iii)

An exhaustive calibration shall be performed at least every two years in accordance with sections 4.1.2; 4.1.3.; 4.1.4.3; 4.2; 4.4.1; 4.4.2; 4.4.3; and 4.5 of the American National Standard Specification for Audiometers, S3.6-1969. Test frequencies below 500 Hz and above 6000 Hz may be omitted from this calibration.

1910.95(i)

"Hearing protectors."

1910.95(i)(1)

Employers shall make hearing protectors available to all employees exposed to an 8-hour time-weighted average of 85 decibels or greater at no cost to the employees. Hearing protectors shall be replaced as necessary.

1910.95(i)(2)

Employers shall ensure that hearing protectors are worn:

1910.95(i)(2)(i)

By an employee who is required by paragraph (b)(1) of this section to wear personal protective equipment; and

1910.95(i)(2)(ii)

By any employee who is exposed to an 8-hour time-weighted average of 85 decibels or greater, and who:

1910.95(i)(2)(ii)(A)

Has not yet had a baseline audiogram established pursuant to paragraph (g)(5)(ii); or

1910.95(i)(2)(ii)(B)

Has experienced a standard threshold shift.

1910.95(i)(3)

Employees shall be given the opportunity to select their hearing protectors from a variety of suitable hearing protectors provided by the employer.

1910.95(i)(4)

The employer shall provide training in the use and care of all hearing protectors provided to employees.

1910.95(i)(5)

The employer shall ensure proper initial fitting and supervise the correct use of all hearing protectors.

1910.95(j)

"Hearing protector attenuation."

1910.95(j)(1)

The employer shall evaluate hearing protector attenuation for the specific noise environments in which the protector will be used. The employer shall use one of the evaluation methods described in Appendix B: "Methods for Estimating the Adequacy of Hearing Protection Attenuation."

1910.95(j)(2)

Hearing protectors must attenuate employee exposure at least to an 8-hour time-weighted average of 90 decibels as required by paragraph (b) of this section.

1910.95(j)(3)

For employees who have experienced a standard threshold shift, hearing protectors must attenuate employee exposure to an 8-hour time-weighted average of 85 decibels or below.

1910.95(j)(4)

The adequacy of hearing protector attenuation shall be re-evaluated whenever employee noise exposures increase to the extent that the hearing protectors provided may no longer provide adequate attenuation. The employer shall provide more effective hearing protectors where necessary.

1910.95(k)

"Training program."

1910.95(k)(1)

The employer shall train each employee who is exposed to noise at or above an 8-hour time weighted average of 85 decibels in accordance with the requirements of this section. The employer shall institute a training program and ensure employee participation in the program.

1910.95(k)(2)

The training program shall be repeated annually for each employee included in the hearing conservation program. Information provided in the training program shall be updated to be consistent with changes in protective equipment and work processes.

1910.95(k)(3)

The employer shall ensure that each employee is informed of the following:

1910.95(k)(3)(i)

The effects of noise on hearing;

1910.95(k)(3)(ii)

The purpose of hearing protectors, the advantages, disadvantages, and attenuation of various types, and instructions on selection, fitting, use, and care; and

1910.95(k)(3)(iii)

The purpose of audiometric testing, and an explanation of the test procedures.

1910.95(l)

"Access to information and training materials."

1910.95(l)(1)

The employer shall make available to affected employees or their representatives copies of this standard and shall also post a copy in the workplace.

1910.95(l)(2)

The employer shall provide to affected employees any informational materials pertaining to the standard that are supplied to the employer by the Assistant Secretary.

1910.95(l)(3)

The employer shall provide, upon request, all materials related to the employer's training and education program pertaining to this standard to the Assistant Secretary and the Director.

1910.95(m)

"Recordkeeping" -

1910.95(m)(1)

"Exposure measurements." The employer shall maintain an accurate record of all employee exposure measurements required by paragraph (d) of this section.

1910.95(m)(2)

"Audiometric tests."

1910.95(m)(2)(i)

The employer shall retain all employee audiometric test records obtained pursuant to paragraph (g) of this section:

1910.95(m)(2)(ii)

This record shall include:

1910.95(m)(2)(ii)(A)

Name and job classification of the employee;

1910.95(m)(2)(ii)(B)

Date of the audiogram;

1910.95(m)(2)(ii)(C)

The examiner's name;

1910.95(m)(2)(ii)(D)

Date of the last acoustic or exhaustive calibration of the audiometer; and

1910.95(m)(2)(ii)(E)

Employee's most recent noise exposure assessment.

1910.95(m)(2)(ii)(F)

The employer shall maintain accurate records of the measurements of the background sound pressure levels in audiometric test rooms.

1910.95(m)(3)

"Record retention." The employer shall retain records required in this paragraph (m) for at least the following periods.

1910.95(m)(3)(i)

Noise exposure measurement records shall be retained for two years.

1910.95(m)(3)(ii)

Audiometric test records shall be retained for the duration of the affected employee's employment.

1910.95(m)(4)

"Access to records." All records required by this section shall be provided upon request to employees, former employees, representatives designated by the individual employee, and the Assistant Secretary. The provisions of 29 CFR 1910.1020 (a)-(e) and (g)-(i) apply to access to records under this section.

1910.95(m)(5)

"Transfer of records." If the employer ceases to do business, the employer shall transfer to the successor employer all records required to be maintained by this section, and the successor employer shall retain them for the remainder of the period prescribed in paragraph (m)(3) of this section.

1910.95(n)

"Appendices."

1910.95(n)(1)

Appendices A, B, C, D, and E to this section are incorporated as part of this section and the contents of these appendices are mandatory.

1910.95(n)(2)

Appendices F and G to this section are informational and are not intended to create any additional obligations not otherwise imposed or to detract from any existing obligations.

1910.95(o)

"Exemptions." Paragraphs (c) through (n) of this section shall not apply to employers engaged in oil and gas well drilling and servicing operations.

[39 FR 23502, June 27, 1974, as amended at 46 FR 4161, Jan. 16, 1981; 46 FR 62845, Dec. 29, 1981; 48 FR 9776, Mar. 8, 1983; 48 FR 29687, June 28, 1983; 54 FR 24333, June 7, 1989; 61 FR 5507, Feb. 13, 1996; 61 FR 9227, March 7, 1996; 71 FR 16672, April, 3, 2006; 73 FR 75584, Dec. 12, 2008]

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety & Health Administration
200 Constitution Ave NW
Washington, DC 20210
☎ 800-321-6742 (OSHA)
TTY
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May 8, 2019

VIA EMAIL ONLY

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Attn: Ms. Susana Alonso

Re: Revised Letter of Intent

Dear Ms. Alonso,

The undersigned is legal counsel to Andy's Range and Training Center, located at 14000 NW 82 Avenue in the Town of Miami Lakes. The existing shooting range use was established pursuant to a Conditional Use (Resolution #15-1319), passed and adopted on July 21, 2015. Said Conditional Use was approved subject to specific conditions, some of which have resulted in unreasonable limitations on my client's ability to conduct a viable business operation. This shall constitute our Letter of Intent in support of our request for a modification of the aforementioned resolution, specifically as follows:

- A) An amendment to condition number one (1) of the Conditional Use approved by Resolution 15-1319 to approve the as-built layout of the project, as shown specifically in sheets A-3 and A-4, prepared by Diez, Inc., and all dated 10/29/2018.
- B) Condition #3 of the current resolution limits unreasonably restricts noise to zero detectable noise beyond my client's warehouse unit. This is unreasonable given the nature of any permissible use within an industrial area or building. A Noise Survey (see attached), prepared by Acoustic Sonic Inc., dated April 17, 2019, indicates that the detectable noise was inaudible or barely audible outside the building. As far as the adjacent warehouse unit 14004, the maximum level was 65 dbA and for very short periods of time. Said maximum is well below the OSHA established standards, which are 85 dbA for all workers for an 8 hour period. Therefore, we respectfully request that condition #3 be modified to allow detectable noise as per OSHA standards. My client is willing to accept, as part of this modification, that the use of shotguns be prohibited in the range in order to assure compliance with the aforementioned condition, as modified.
- C) Condition #4 currently limits the use of the range only as a training facility for police academy cadets. Once again, this limitation makes it impossible to have an economically sustainable shooting range business. My client has invested more than \$1.2M in

improvements including but not limited to ventilation and sound barrier systems. We respectfully request that condition #8 be modified to allow the use of the shooting range by the general public, subject to the implementation of the attached policies and procedures for the safety and protection of the customers of the range and its employees (see attached).

- D) Condition #9 currently limits the hours of operation. This limitation does not work for a shooting range operation as many law enforcement agencies will prefer training at odd hours. Given the industrial area, the controlled and limited noise factors and the lack of residential areas in the vicinity, it is reasonable to have around the clock availability of the shooting range. Therefore, we respectfully request any limitations as to hours of operation.

Based on the forgoing, we respectfully request your favorable consideration and recommendation of this application.

Sincerely,

Berger Singerman LLP

Javier L. Vazquez

Javier L. Vazquez

cc: Andy Perez Jr.
Calixto Vallejo

RESOLUTION NO. 15-1319

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SECTION 13-303 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A CONDITIONAL USE FOR AN INDOOR SHOOTING RANGE; SUBMITTED FOR PROPERTY LOCATED AT 14000 NW 82 AVENUE, SUITES 23 AND 24, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2022-052-0240, IN THE IU-C ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 13-303 of the Town of Miami Lakes (“Town”) Land Development Code (“LDC”), Andres Perez, Jr. (the “Applicant”) has applied to the Town for approval of a Conditional Use to allow an indoor shooting range in the IU-C (Industrial Use - Conditional) zoning district, for property located at 14000 NW 82 Avenue, Suites 23 and 24, Miami Lakes, Florida, Folio #32-2022-052-0240; and

WHEREAS, Section 13-303 of the Town LDC sets forth the authority of the Town Council to consider and act upon an application for a conditional use; and

WHEREAS, in accordance with Section 13-309 of the Town LDC, notice of the public hearing scheduled for Tuesday, July 21, 2015, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida on the proposed Conditional Use was provided by posting of the property subject to the application ten days prior to the hearing; mailing courtesy notice to the property owners of record within a 500-foot radius of the property which is the subject of the application; and publishing in the non-legal section of the local newspaper of general circulation; and

WHEREAS, all interested parties have had the opportunity to address their comments to the Town Council; and

WHEREAS, Town staff has reviewed the application and recommends approval subject to conditions of the request for a Conditional Use, as set forth in the Town of Miami Lakes Staff Analysis and Recommendation, a copy of which is on file in the Town of Miami Lakes Clerk's Office and incorporated into this Resolution by reference.

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

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

Section 2. Findings.

In accordance with Section 13-303, the Town Council finds that the Applicant meets the criteria for a conditional use approval which are as follows:

1. Land Use Compatibility; and
2. Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use; and
3. Compliance with the Comprehensive Plan and Land Development Code; and
4. Proper Use of Mitigative Techniques; and
5. Hazardous Waste.

Section 3. Approval of Conditional Use. The Conditional Use request to permit an indoor shooting range in the IU-C (Industrial Use - Conditional) zoning district is hereby approved with conditions.

Section 4. Conditions of Approval. The Conditional Use is approved subject to the following conditions:

1. The approvals granted are based on the preliminary plans submitted, specifically sheets A-0, A-1 and A-2, prepared by Diez, Inc., and all dated 01-30-15. Operation of the indoor shooting range shall be in substantial compliance with

these plans, except as modifications may be required pursuant to these conditions, or changes required to comply with the Building Code that do not materially impact this approval.

2. Any/all signage requires a separate sign permit.
3. Any and all noise associated with the shooting range shall be contained within the warehouse units subject to this application. No shooting range noise (including firing guns) shall be detectable outside of the warehouse units subject to this application, including areas outside the building and specifically including the adjacent warehouse unit. Where any such noise is found to be detectable outside the warehouse units subject to this application, all shooting range use of the property shall immediately cease unless and until physical or operational changes are made to bring the operation into compliance with this condition. Repeated violation of this condition shall result in revocation, by the Administrative Official, of this conditional use approval and any certificate of use (CU) that has been issued.
4. Prior to the issuance of a certificate of use (CU), the property owner shall install and maintain a ventilation system, spent bullet capture facilities, cleaning practices and operational/personnel policies adequate to ensure that, in the judgment of the Administrative Official, vapor and dust from lead-based ammunition does not pose a danger to people and animals in and around the subject property, or to the natural environment. In making this determination, the Administrative Official shall be guided by the rules and regulations of the federal Occupational Health and Safety Administration (OHSA), the Florida Department of Environmental Protection's (DEP) publication "Best Management Practices for Environmental Stewardship of Florida Shooting Ranges," as well as other industry standards and best practices for the operation of shooting ranges and similar facilities. The property owner shall have the burden of demonstrating compliance with this condition.
5. Prior to the issuance of a building permit for the interior improvements necessary to operate the indoor shooting range, the property owner shall revise the plans presented for this approval to include ballistic cladding in every direction in which bullets might travel from the shooting position of each shooting lane, specifically including in the ceiling above the shooting lanes and in every direction within the area labeled "new staging area" on Sheet A-1.
6. Prior to the issuance of a certificate of use (CU), the Applicant shall submit detailed information, including all existing uses in the entire building and square footage of each, to ensure that there is adequate parking to accommodate the indoor shooting range. In this regard, assigned parking spaces to different units within the building is of no effect, and compliance with parking required by the Land Development Code (LDC) is only determined for the building as a whole.

7. The Applicant shall comply with all requirements and standards of the Town's Police Department.
8. The indoor shooting range shall be used only as a training facility for police academy cadets. There will be at least two (2) licensed instructors present at all times while the cadets are training.
9. The hours of operation for the indoor shooting range shall be Monday through Friday from 4:00 p.m. to 9:00 p.m, and on Saturday from 10:00 a.m. to 5:00 p.m.
10. The Applicant shall obtain a Certificate of Use (CU), and Business Tax Receipt (BTR), and promptly renew the BTR annually, upon compliance with all of the terms and conditions of this approval, the same subject to cancellation upon violation of any of the conditions.
11. Prior to the issuance of a Certificate of Use (CU), the Applicant shall secure all permits/approvals from the applicable local, state and/or federal regulatory agencies. The Applicant shall promptly notify the Town if any required local, State or Federal approvals and/or licenses are rescinded, non-renewed or otherwise become non-effective. In such case, the Administrative Official shall have the authority to revoke this conditional use approval.
12. The Applicant shall obtain all required building permits and a Certificate of Use (CU) for all request(s) approved herein, within one (1) year of the date of this approval. If all required building permits and a Certificate of Use (CU) are not obtained or an extension granted within the prescribed time limit, this approval shall become null and void.

Section 5. Violations of Conditions. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 6. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant or any affected person may appeal the decision of the Town Council by filing of a notice of appeal or writ of certiorari in accordance with the Florida Rules of Appellate Procedure.

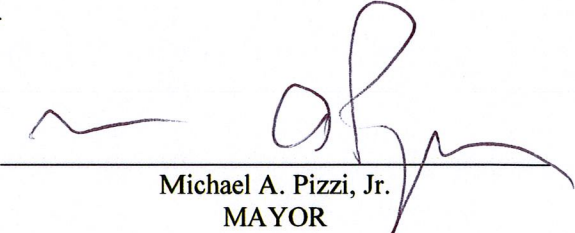
Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED this 21st day of July, 2015.


The foregoing resolution was moved for adoption by Councilman Mestre The motion was seconded by Councilman Daubert and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>absent</u>
Vice Mayor Manny Cid	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>absent</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>




Michael A. Pizzi, Jr.
MAYOR

Attest:



Marjorie Tejeda
TOWN CLERK

Approved as to form and legal sufficiency:



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

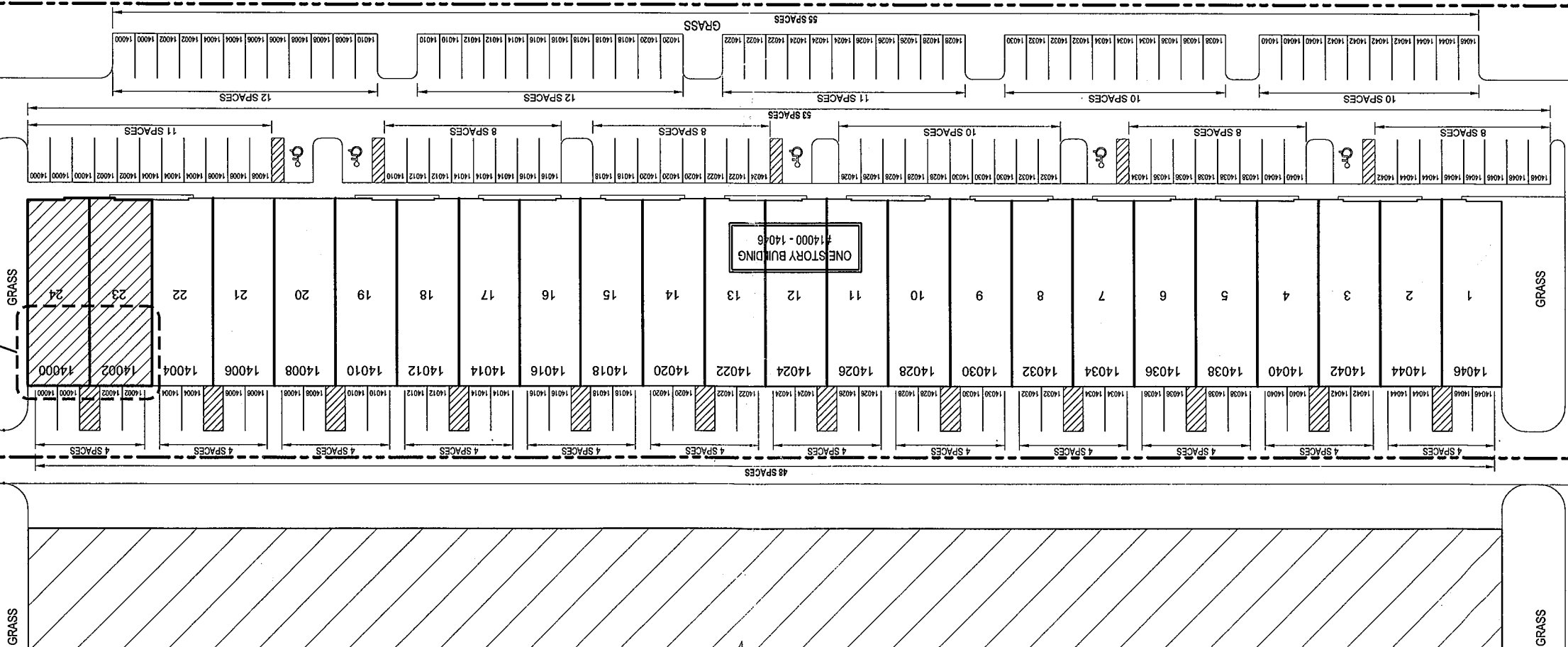
N.W. 82nd AVE.

5' SIDEWALK
128.65'

GRASS

AREA OF WORK

GRASS



GRASS

128.50'



PROJECT INFORMATION

LEGAL DESCRIPTION:

TRACT "F", "MIAMI LAKES BUSINESS PARK SECTION TWO", LESS THE NORTH 181.50 FEET THEREOF, ACCORDING TO TH PLAT THEREOF, AS RECORDED IN PLAT BOOK 156 AT PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING SECTION 22, TOWNSHIP 52 SOUTH, RANGE 40 EAST, CITY OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA.

PROJECT ADDRESS:

14000 N.W. 82nd AVE.
MIAMI, FL 33015

FOLIO NO.:

32-2022-052-0240

ZONING GENERAL INFORMATION:

ZONING: IU-2 (INDUSTRIAL)
NET LOT AREA: 137,203 S.F.
GROSS LOT AREA: 143,591 S.F.
BUILDING AREA: 45,000 S.F.

BUILDING INFORMATION:

CONSTRUCTION TYPE: TYPE V - PROTECTED
OCCUPANCY CLASSIFICATION: BUSINESS (GROUP "B") AND WAREHOUSE / LOW-HAZARD STORAGE (GROUP "S-2")

PARKING INFORMATION

DESCRIPTION	OWNER / TENANT	SQUARE FOOTAGE	TOTAL PARKING SPACES
EXISTING UNIT # 24 - 14000	ANDY'S POLICE SUPPLY	2,500	7
EXISTING UNIT # 23 - 14002	ANDY'S POLICE SUPPLY	2,500	6
EXISTING UNIT # 22 - 14004	MODERN ART, INC.	2,500	7
EXISTING UNIT # 21 - 14006	VACANT	2,500	6
EXISTING UNIT # 20 - 14008	VACANT	2,500	6
EXISTING UNIT # 19 - 14010	VACANT	2,500	6
EXISTING UNIT # 18 - 14012	VACANT	2,500	6
EXISTING UNIT # 17 - 14014	VACANT	2,500	6
EXISTING UNIT # 16 - 14016	SOUTHLAKE HOLDINGS, LLC.	2,500	6
EXISTING UNIT # 15 - 14018	VACANT	2,500	7
EXISTING UNIT # 14 - 14020	YED LLC JID LLC	2,500	7
EXISTING UNIT # 13 - 14022	YED LLC JID LLC	2,500	7
EXISTING UNIT # 12 - 14024	INCOMREAL, LLC.	2,500	6
EXISTING UNIT # 11 - 14026	RAMMS ENGINEERING, INC.	2,500	7
EXISTING UNIT # 10 - 14028	RAMON ORSINI CARLOS ORSINI	2,500	7
EXISTING UNIT # 9 - 14030	SCAVUZZO PROPERTIES LLC.	2,500	6
EXISTING UNIT # 8 - 14032	ASC MGMT GRP LLC	2,500	7
EXISTING UNIT # 7 - 14034	VACANT	2,500	6
EXISTING UNIT # 6 - 14036	ASTRO INSTRUMENTS SERV CORP	2,500	6
EXISTING UNIT # 5 - 14038	HDZ INVESTMENTS INC	2,500	6
EXISTING UNIT # 4 - 14040	SMA HOLDINGS LLC	2,500	7
EXISTING UNIT # 3 - 14042	NETSON FLECHES ANTONIO E FLECHES	2,500	7
EXISTING UNIT # 2 - 14044	JOSE O ORAVIA LUZ SARAVIA	2,500	6
EXISTING UNIT # 1 - 14046	ADVANCED TECHNICAL GROUP	2,500	8
PARKING SPACES PROVIDED (EXISTING) =		156	
HANDICAP PARKING SPACES PROVIDED (EXISTING) =		5	
TOTAL PARKING SPACES PROVIDED INCLUDING H.C. (EXISTING) =			161

PROJECT:

PROPOSED INDOOR SHOOTING RANGE AND IMPROVEMENTS FOR
ANDY'S POLICE SUPPLY
PROJECT ADDRESS: 14000 N.W. 82nd AVE MIAMI LAKES, FLORIDA 33016
OWNER: ANDRES PEREZ

DIEZ, INC.
ARCHITECTURE PLANNING INTERIOR DESIGN
1400 N.W. 58th St.
Miami, FL 33143
Tel: (305) 665-8837
AA 0003470 • 00001256



SCALE: N.T.S.

PRELIMINARY FOR
PUBLIC HEARING

DATE: 01-30-15

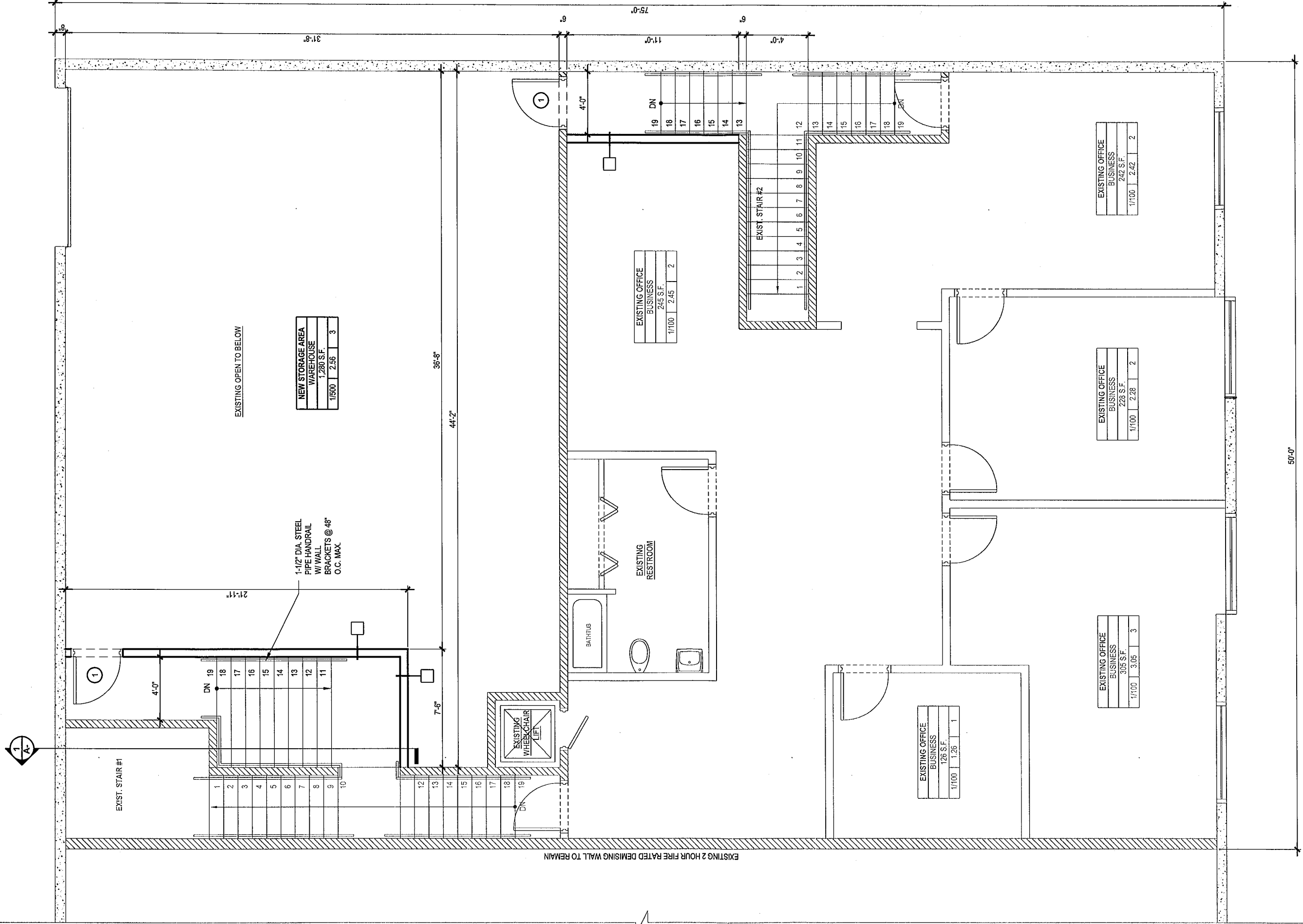
REV. DATE:

DRAWING TITLE:

SITE PLAN

SHEET:

A-0



EXISTING OPEN TO BELOW

NEW STORAGE AREA WAREHOUSE			
1/500	2.56	3	
1/280	S.F.		

1-1/2" DIA. STEEL
PIPE HANDRAIL
W/ WALL
BRACKETS @ 48"
O.C. MAX.

EXISTING OFFICE BUSINESS			
1/100	2.45	2	
1/245	S.F.		

EXIST. STAIR #2

EXISTING OFFICE BUSINESS			
1/100	2.28	2	
1/228	S.F.		

EXISTING OFFICE BUSINESS			
1/100	3.05	3	
1/305	S.F.		

EXISTING OFFICE BUSINESS			
1/100	1.26	1	
1/126	S.F.		

EXISTING OFFICE BUSINESS			
1/100	2.42	2	
1/242	S.F.		

PROJECT INFORMATION

LEGAL DESCRIPTION:

TRACT "F", MIAMI LAKES BUSINESS PARK SECTION TWO", LESS THE NORTH 181.50 FEET THEREOF, ACCORDING TO TH PLAT THEREOF, AS RECORDED IN PLAT BOOK 159 AT PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING SECTION 22, TOWNSHIP 52 SOUTH, RANGE 40 EAST, CITY OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA

PROJECT ADDRESS:

14000 N.W. 82 AVE. MIAMI, FL 33015

FOLIO NO.:

32-2022-052-0240

ZONING GENERAL INFORMATION:

ZONING: IU-2 (INDUSTRIAL)

BUILDING INFORMATION:

CONSTRUCTION TYPE: TYPE 1B - UNSPRINKLERED

OCCUPANCY CLASSIFICATION: S-1 (WAREHOUSE)

FLOOR PLAN LEGEND

1

5/8" GYPSUM WALLBOARD ONE SIDE ON 6" (20 GA) METAL STUDS AT 16" O.C. BRACED TO UNDERSIDE OF STRUCTURE. PROVIDE R-11 BATT INSULATION

2

5/8" GYPSUM WALLBOARD ONE SIDE ON 3-5/8" (20 GA) METAL STUDS AT 16" O.C. BRACED TO UNDERSIDE OF STRUCTURE. PROVIDE R-11 BATT INSULATION

1

5/8" GYPSUM WALLBOARD ONE SIDE ON 6" (20 GA) METAL STUDS AT 16" O.C. BRACED TO UNDERSIDE OF STRUCTURE. PROVIDE R-11 BATT INSULATION

2

5/8" GYPSUM WALLBOARD ONE SIDE ON 3-5/8" (20 GA) METAL STUDS AT 16" O.C. BRACED TO UNDERSIDE OF STRUCTURE. PROVIDE R-11 BATT INSULATION

FLOOR PLAN WALL KEY NOTES:

(REFER TO PARTITION NOTES AND INTERIOR STUD FRAMING LIMITATIONS CHART)

GENERAL NOTES

1. THE CONTRACTOR IS TO VISIT THE SITE AND VERIFY ALL EXISTING BUILDING AND SITE CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL FOR THE WORK. SHOULD ANY DISCREPANCIES BE ENCOUNTERED, THE ARCHITECT SHOULD BE NOTIFIED IN WRITING 7 DAYS PRIOR TO SUBMITTING HIS BID.

2. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE IN A NEAT AND WORKMAN-LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING JURISDICTION.

3. THE CONTRACTOR IS TO PROVIDE ALL THE SUPPLEMENTARY MATERIALS REQUIRED TO PROPERLY INSTALL, SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS WITHIN THE SCOPE OF THE PROJECT.

4. THE CONTRACTOR IS TO PREPARE THE JOB SITE PARTITION LAYOUT FOR REVIEW OF THE ARCHITECT PRIOR TO ERECTING PARTITIONS. THE WORDING "ALIGN" DENOTES GYPSUM BOARD SHEETING OVER FACE OF BASE BUILDING COLUMNS AND WALL SURFACES AT JUNCTION WITH INTERIOR PARTITION TO ALIGN THE TWO DISSIMILAR PARTS AND PROVIDE A SMOOTH CRACK FREE SURFACE (TYPICAL ALL CONDITIONS).

5. WHERE DISSIMILAR METALS COME IN CONTACT, CONTRACTOR IS TO PREVENT VIBRATIONS AND NOISE TRANSMISSION BETWEEN THE METALS AND ELECTROLYTIC ACTION.

6. PROVIDE DOUBLE STUDS AT ALL DOOR JAMBS.

7. ALL GYPSUM BOARD SHEATHING SHALL BE 1/2" THICKNESS (UNLESS OTHERWISE NOTED)

8. ALL APPLICABLE RECOGNIZED NATIONAL CONSTRUCTION INDUSTRY STANDARDS FOR MATERIALS AND INSTALLATION SHALL BE A FULL PART OF THESE CONTRACT DOCUMENTS.

9. ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING.

10. ALL WORK TO BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND DADE COUNTY ORDINANCES.

11. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR PROPER DISPOSAL OF WASTE MATERIALS DUE TO THEIR RESPECTIVE ACTIVITIES.

12. PRESSURE TREAT ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE.

13. ALL ROOF SHEATHING SHALL BE 5/8" (MIN.) EXT. GRADE PLYWOOD NAILED TO WOOD RAFTERS @ 16" c/c W/ 8d GALV. NAILS, @ 6" c/c ALL SUPPORTS AND 4" c/c PANEL EDGES

14. DIMENSIONS AS INDICATED ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALING OF THE DRAWINGS. THE DIMENSIONS INDICATED ON THE DRAWINGS ARE CALCULATED BY COMPUTER AND ARE ROUNDED TO THE NEAREST INCH. THE LOCATION OF PARTITIONS TO ALIGN WITH EXISTING WALLS SHALL TAKE PRECEDENCE OVER WRITTEN DIMENSIONS WHEN SO NOTED. ALL DIMENSIONS SHALL BE FIELD VERIFIED. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DIMENSIONS THAT ARE IN CONFLICT WITH THE CONSTRUCTION DOCUMENTS.

15. NO ELECTRICAL, MECHANICAL, OR PLUMBING EQUIPMENT SHALL BE INSTALLED BELOW BASE FLOOD ELEVATION HEIGHT.

16. IN OUTSIDE WINDOWS OR DOORS OPERABLE FROM THE INSIDE, THE MODE OF OPERATION SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT.

17. LOT WILL BE GRADED SO AS TO PREVENT DIRECT OVERLAND DISCHARGE OR STORM WATER ONTO ADJACENT PROPERTY.

18. ALL WOOD TRUSSES SHALL BE ANCHORED AT BOTH ENDS, WITH APPROVED GALVANIZED METAL TRUSS STRAPS. (SEE FRAMING PLAN, SCHEDULE AND DETAILS)

19. SECONDARY MEANS OF ESCAPE SHALL BE PROVIDED FOR EACH BEDROOM. WINDOWS USED AS SECONDARY MEANS OF EGRESS SHALL PROVIDE CLEAR MIN. OPENING 34.2" WIDTH X 24" HEIGHT (5.7 sf) AND THE BOTTOM OF THE OPENING SHALL BE NO MORE THAN 44" ABOVE THE FLOOR.

20. FIRESTOPPING SHALL BE PROVIDED IN CONCEALED SPACES OF STUDS WALLS AND PARTITIONS INCLUDING FURRED SPACES AT CEILING AND FLOOR LEVELS TO LIMIT THE MAXIMUM DIMENSION TO 8 FT.



PROJECT: PROPOSED INDOOR SHOOTING RANGE AND IMPROVEMENTS FOR
ANDY'S POLICE SUPPLY
PROJECT ADDRESS: 14000 N.W. 82nd AVE MIAMI LAKES, FLORIDA 33016
OWNER: ANDRES PEREZ

DRAWING TITLE:
GENERAL NOTES

SHEET:

A-3

SCOPE OF WORK

CLASSIFICATION OF WORK: ALTERATION LEVEL II

BUILDING:

NEW SHOOTING RANGE, NEW 2ND LEVEL STORAGE, EXTENSION OF STAIRS.

PLUMBING:

PLUMBING WORK UNDER THIS PERMIT IS LIMITED TO THE REMOVAL OF PLUMBING FIXTURES AS INDICATED.

MECHANICAL:

REFER TO MECHANICAL DRAWINGS FOR DETAILS.

ELECTRICAL:

NEW ELECTRICAL WORK. REFER TO ELECTRICAL DRAWINGS.

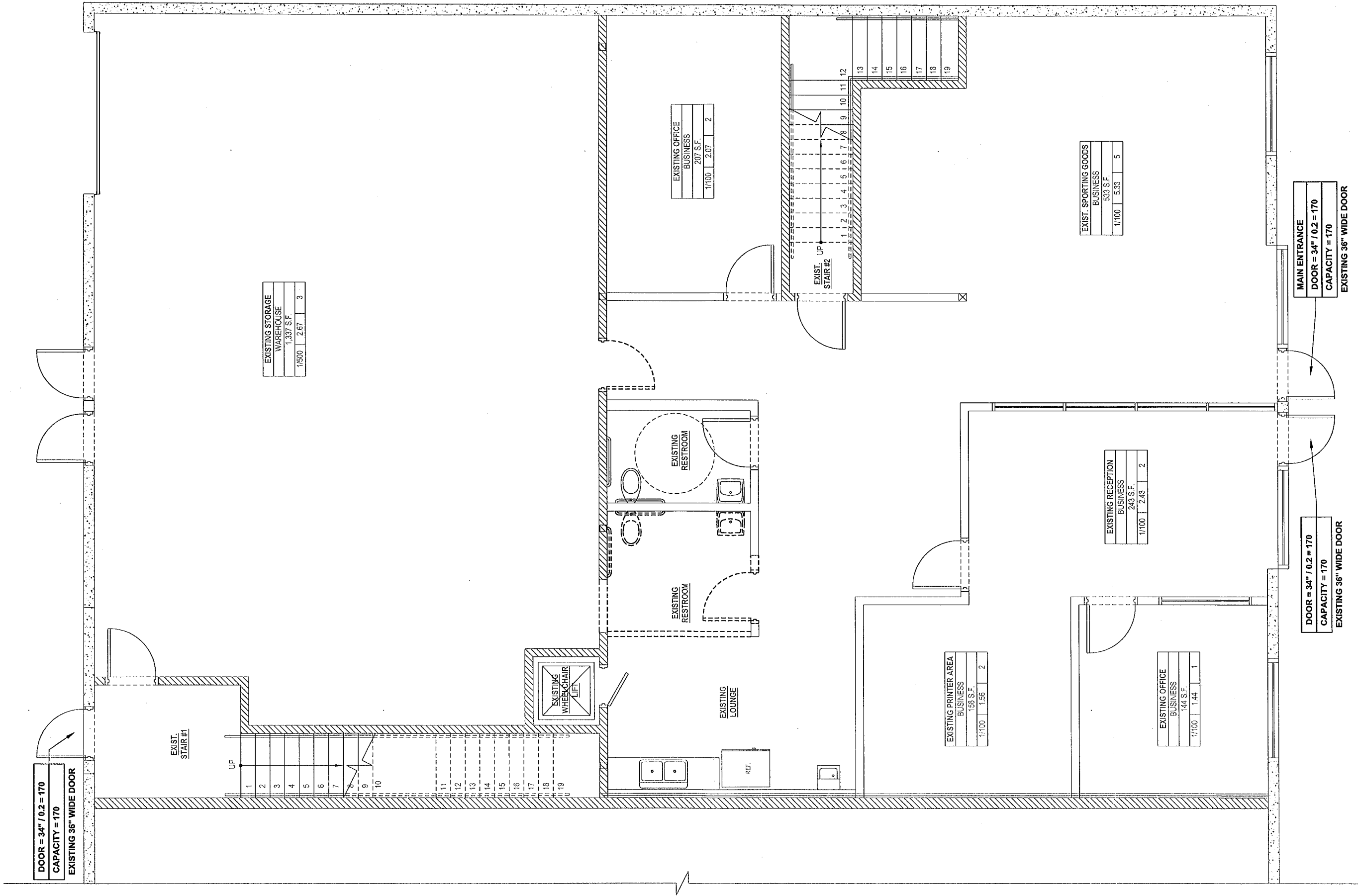
OCCUPANT LOAD AND EXIT CAPACITY				
FUNCTION OF SPACE	OCCUPANCY CLASSIFICATION	AREA (SQ. FT)	OCCUPANT LOAD FACTOR	TOTAL OCCUPANTS
1ST LEVEL				
OFFICE AREA	BUSINESS	1,283	1/100	13
STAGING AREA	BUSINESS	288	-	7
SHOOTING RANGE	-	1,007	-	0
2ND LEVEL				
OFFICE AREA	BUSINESS	1,146	1/100	12
WAREHOUSE	STORAGE GROUP S (S-1)	1,280	1/500	3
TOTAL OCCUPANCY = 35				
TOTAL EXIT CAPACITY (SEE FLOOR PLAN) = 510				

PLUMBING FIXTURES CALCULATIONS (AS PER 2010 FLORIDA PLUMBING CODE, TABLE 403.1)						
TOTAL MAXIMUM OCCUPANTS	MINIMUM REQUIRED				EXISTING / PROVIDED	
	WATER CLOSETS		LAVATORIES		WATER CLOSETS	LAVATORIES
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
1ST LEVEL = 20	1/100 = 1		1/100 = 1		1	1
2ND LEVEL = 15	1/100 = 1		1/100 = 1		1	1

EXISTING OCCUPANCY PLUS PROPOSED OCCUPANCY COUNT CAN BE HANDLED BY EXISTING PLUMBING FACILITIES.

DOOR SCHEDULE						
No.	SIZE		TYPE	MATERIAL	FRAME	THRES.
	W	H				
1	3'-0"	6'-8"	1-3/8"	PRE-HUNG	METAL	METAL
					METAL	INTERIOR DOOR, 90 MIN. FIRE RATED
						DOOR N.O.A.
						N/A

INTERIOR FINISHES NOTE:
ALL INTERIOR FINISHES FLAME SPREAD INDEX SHALL COMPLY WITH THE REQUIREMENTS FOR GROUP S, AS PER TABLE 803.9 OF 2010 FBC AND SHALL BE AS FOLLOWS:
- EXIT ENCLOSURES AND EXIT PASSAGEWAYS = CLASS B
- CORRIDORS = CLASS B
- ROOMS AND ENCLOSED SPACES = CLASS C



DOOR = 34" / 0.2 = 170
CAPACITY = 170
EXISTING 36" WIDE DOOR

EXIST.
STAIR #1

UP

EXISTING STORAGE WAREHOUSE			
1,337 S.F.			
1/500	2.67	3	

EXISTING
WHEELCHAIR
LIFT

EXISTING
LOUNGE

EXISTING
RESTROOM

EXISTING
RESTROOM

EXIST.
STAIR #2

EXISTING OFFICE BUSINESS			
207 S.F.			
1/100	2.07	2	

EXISTING PRINTER AREA BUSINESS			
155 S.F.			
1/100	1.55	2	

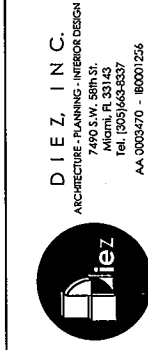
EXISTING RECEPTION BUSINESS			
243 S.F.			
1/100	2.43	2	

EXISTING OFFICE BUSINESS			
144 S.F.			
1/100	1.44	1	

EXIST. SPORTING GOODS BUSINESS			
533 S.F.			
1/100	5.33	5	

DOOR = 34" / 0.2 = 170
CAPACITY = 170
EXISTING 36" WIDE DOOR

MAIN ENTRANCE
DOOR = 34" / 0.2 = 170
CAPACITY = 170
EXISTING 36" WIDE DOOR



PROJECT: PROPOSED INDOOR SHOOTING RANGE AND IMPROVEMENTS FOR
ANDY'S POLICE SUPPLY
PROJECT ADDRESS: 14000 N.W. 82nd AVE MIAMI LAKES, FLORIDA 33016
OWNER: ANDRES PEREZ

SCALE: N.T.S.
ISSUE: PRELIMINARY FOR
PUBLIC HEARING
DATE: 01-30-15
REV. DATE:

DRAWING TITLE:
**DEMOLITION PLAN
1ST LEVEL**

SHEET:
D-1



Planning, Zoning, and Code Compliance Department

CONDITIONAL USE APPLICATION

"Indoor Shooting Range"

File # COND 2015-0003

Date of Pre-application meeting _____

Date Received 06.16.15

32-2022-052-0240

NOTE TO APPLICANT: A Pre-Application meeting with the Town's Planning, Zoning and Code Compliance Department Staff is required prior to filing an Application. Please call (305) 364-6100 for an appointment. (0001-ref. only)

1. NAME OF APPLICANT Andres Perez JR
All property owners/lessees must participate as Applicant(s) or designate a representative to participate on their behalf.

- a. If Applicant is owner, give name exactly as recorded on deed.
- b. If Applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.
- c. If Applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address 14000 NW 82nd Ave

City Miami Lakes State FL ZIP 33014

Tel. # (during working hours) 305-575-2774 Other 305-587-7920

E-Mail: aperezjrmaster@aol.com Mobile #: 305-587-7920

2. NAME OF PROPERTY OWNER Andres Perez JR

Mailing Address 14000 NW 82nd Ave

City Miami Lakes State FL ZIP 33014

Tel. # (during working hours) 305-575-2774 Other 305-587-7920

3. CONTACT PERSON Andres Perez

Mailing Address 14000 NW 82nd Ave

City Miami Lakes State FL ZIP 33014

Tel. # (during working hours) 305-575-2774 Other 305-587-7920

E-Mail: aperezjrmaster@aol.com Mobile #: 305-587-7920

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- a. If subdivided, provide lot, block, complete name of subdivision, plat book and page number.
- b. If metes and bounds description, provide complete description (including section, township, and range).
- c. Attach a separate typed sheet, if necessary. Please verify the accuracy of your legal description.

Plat Book 156, P 6, 68, Section 22,
Township 52, South Range 40 East.

5. Address or location of property: 14000 NW 82nd Ave

6. Size of property: square Feet / Acres 128.65 x 751.80' 2.2

7. Date subject property ☐ acquired or ☐ leased _____ day of _____

Term of lease; _____ years/months.

8. Does property owner own contiguous property to the subject property? ☐ Yes ☐ No If yes, give complete legal description of entire contiguous property. (If lengthy, please type on a sheet labeled "Contiguous Property.")

9. Is there an option to ☐ purchase or ☐ lease the subject property or property contiguous thereto? ☐ Yes ☒ No

If yes, who are the potential purchasers or lessees? (Complete section of Disclosure of Interest form, also.)

10. Present zoning classification(s): 10-2 Present land use classification(s): Industrial

11. Describe the nature of the proposed use (i.e. types of activities, hours of operation, number of employees, any hazardous chemicals to be used, noise levels, techniques proposed to mitigate any potential negative impacts, etc. (attach additional sheets, if necessary).

Training Facility for Police Officers
Five Employees, NO hazardous chemicals.
Noise level Average. NO techniques
NO potential negative impacts.

12. Has a public hearing been held on this property within the last year and a half? ☐ Yes ☒ No

If yes, Applicant's name _____ Date of Hearing _____



Nature of Hearing _____

Decision of Hearing _____ Resolution # _____

13. Is this hearing being requested as a result of a violation notice? ☐ Yes ☐ No

If yes, give name to whom violation notice was served _____

Nature of violation _____

14. Are there any existing structures on the property? ☒ Yes ☐ No

If yes, briefly describe Sporting good store

15. Is there any existing use on the property? ☒ Yes ☐ No

If yes, what is the use and when was it established? Use Sports food Sale

Established December of 2010



OWNER OR TENANT AFFIDAVIT
FOR INDIVIDUAL

STATE OF FLORIDA

Public Hearing No. _____

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, hereinafter the Affiants, who being first duly sworn by me, on oath, depose and say:

1. Affiants are the fee owners of the property which is the subject of the proposed hearing.
2. The subject property is legally described as: Section 22, Township 52
South Range 40 East.
3. Affiants understand this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.
4. I, Andres Perez JR, being first duly sworn, depose and say that I am the owner / tenant (circle one) of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before a hearing can be advertised.

_____ will represent me at the hearing.

Witnesses:

[Signature]
Signature

Lisette Villa
Print Name

[Signature]
Signature

Laura Diaz
Print Name

Affiant:

[Signature]
Affiant's Signature

Andres Perez Jr
Print Name

Sworn to and subscribed before me on the 11 day of June, 2015. Affiant is personally known
to me or has produced Florida Drive Llc. as identification.

Notary
(Stamp/Seal)

[Signature]

My Commission Expires:



6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



OWNER OR TENANT AFFIDAVIT
FOR CORPORATION

STATE OF FLORIDA

Public Hearing No. _____

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, hereinafter the Affiants, who being first duly sworn by me, on oath, depose and say:

1. Affiants are the fee owners of the property which is the subject of the proposed hearing.
2. The subject property is legally described as: Section 22, Township 52
South Range 40 East.

3. Affiants understand this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

4. I, Andres Perez JK as owner (title) of Andy Perez JK Rental LLC (name of corporate entity), being first duly sworn, depose and say that Andy Perez Rental LLC (name of corporate entity) is the owner / tenant (circle one) of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before a hearing can be advertised.

_____ will represent me at the hearing.

Witnesses:

Signature

Print Name

Signature

Print Name

Affiant:

Affiant's Signature

Print Name

Sworn to and subscribed before me on the 11 day of June, 20 15. Affiant is personally known
to me or has produced Florida Driver License as identification.

MIAMI LAKES
Growing Beautifully

Michelle Rodriguez

Notary
(Stamp/Seal)

My Commission Expires





DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest.]

CORPORATION NAME: Andy Perez JR Rental LLC

NAME AND ADDRESS:	Percentage of Stock
<u>14000 NW 82nd Ave</u>	<u>100%</u>
<u>Miami Lakes FL, 33014</u>	

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest.]

TRUST / ESTATE NAME: _____

NAME AND ADDRESS:	Percentage of Interest

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s), or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests.]

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

Brandon R. Schaad

From: Andy <aperezjrmaster@aol.com>
Sent: Tuesday, July 07, 2015 7:51 PM
To: Stacy Allen
Subject: Re: COND2015-0003/Indoor Shooting Range

To whom it may concern,

The purpose for the new addition, is to provide a training facility for the police academy cadets. With the training facility the Police Trainees will have access to an

indoor shooting range for as long as they're in training. The facility will train the cadets for night time shooting qualification. There will be two K

Licensed Instructor at all times while training the police cadets to prevent any negative accidents or impacts that may occur at any time. The hours of operation

will be [from 4pm-9pm Monday-Friday](#) Although the store Andy's Police Supply is opened [from 10am-6pmMonday-Saturday](#). The facility will have 3 employees.

The unit [14000 -14002](#) owns 9 parking spaces at the front of store and 4 parking spaces at the back of the units. I will attach a copy of the plans for the sound

attenuation.

Thank You
Andres Perez

Sent from my iPhone

On Jul 7, 2015, at 9:34 AM, Stacy Allen <AllenS@miamilakes-fl.gov> wrote:

Andy,

I still need a "Letter of Intent" from you to make your application complete. The Letter of Intent is just a narrative of your request addressed to the Town Council. Just a paragraph or two explaining what you want to do with details of the proposed use in addition to the existing use(s), types of activities, hours of operation, total number of employees, noise levels, plans for sound attenuation, techniques proposed to mitigate any potential negative impacts, parking, total occupancy of suites at peak hours...

Please provide this Letter of Intent ASAP (you can email it to me) and contact me if you have any questions.

Thank you,

Stacy Allen
(305) 364-6100 x1174

From: Stacy Allen
Sent: Thursday, July 02, 2015 10:12 AM
To: aperezjrmaster@aol.com
Subject: COND2015-0003/Indoor Shooting Range

Andres,

Our public hearing with the Town Council is approaching (Tue/Jul 21) and I need a "Letter of Intent" from you to make your application complete. The Letter of Intent is just a narrative of your request addressed to the Town Council. Just a paragraph or two explaining what you want to do with details of the proposed use in addition to the existing use(s), types of activities, hours of operation, total number of employees, noise levels, plans for sound attenuation, techniques proposed to mitigate any potential negative impacts, parking, total occupancy of suites at peak hours...

Please contact me if you have any questions.

Thank you,

Stacy Allen
Planning Technician
Department of Planning, Zoning and Code Compliance

<image002.jpg>

Town of Miami Lakes
6601 Main Street
Room 105
Miami Lakes FL 33014
(305) 364-6100 Ext 1174
allens@miamilakes-fl.gov
www.miamilakes-fl.gov

Brandon R. Schaad

From: aperezjrmaster@aol.com
Sent: Tuesday, July 07, 2015 9:00 AM
To: Stacy Allen
Subject: Fwd: COND2015-0003/Indoor Shooting Range

-----Original Message-----

From: danieldiez <danieldiez@comcast.net>
To: Martinez, George <sales@buitrightinstallers.com>; aperezjrmaster <aperezjrmaster@aol.com>
Sent: Mon, Jul 6, 2015 9:32 pm
Subject: Re: COND2015-0003/Indoor Shooting Range

George, Andy,

Below are possible solutions for all the walls of the proposed shooting range. Depending of the anticipated noise levels within the shooting range, the Sound Transmission Class (STC) of the walls can be improved, if necessary, by adding acoustical panels.

Based on the proposed use, it is recommended that solution #7 be used for Andy's Shooting Range, which will provide excellent soundproofing when installed on top of the existing 8" concrete tilt-up wall construction.

Let me know if you have any questions.

Solution	STC	Source Side	Studs	Insulation	Receive Side
1	40	One 5/8" layer of drywall	24" oc	R13	One 5/8" layer of drywall
2	42	Two 5/8" layers of drywall	24" oc	R13	One 5/8" layer of drywall
3	44	5/8" drywall + 1/2" Soundboard + 5/8" drywall	24" oc	R13	5/8" drywall
4	46	5/8" drywall + 1/2" Soundboard	24" oc	R13	1/2" Soundboard + 5/8" drywall
5	45	1/2" Drywall + MLV + 1/2" Drywall	24" oc	R13	1/2" Drywall
6	52	Two 5/8" layers of drywall + 2 tubes of Green Glue per 4x8 sheet of drywall	24" oc	R13	One 5/8" layer of drywall
7	61	Two 5/8" layers of drywall + 7/8" Drywall Furring Channel @ 24" OC + WhisperClip	24" oc	R19	One 5/8" layer of drywall
8	66	Two 5/8" layers of drywall + Green Glue (2 Tubes per 4x8 sheet) + 7/8" Drywall Furring Channel @ 24" OC + WhisperClip	24" oc	R19	One 5/8" layer of drywall

From: "George M" <sales@buitrightinstallers.com>
To: "Daneil Diaz" <danieldiez@comcast.net>
Sent: Monday, July 6, 2015 5:29:22 PM
Subject: Fwd: COND2015-0003/Indoor Shooting Range

Call me

Thank you,
George Martinez

----- Original message -----

From: Andy
Date: 07/06/2015 5:22 PM (GMT-05:00)
To: sales@builtrightinstallers.com
Subject: Fwd: COND2015-0003/Indoor Shooting Range

Sent from my iPhone

Begin forwarded message:

From: Stacy Allen <AllenS@miamilakes-fl.gov>
Date: July 6, 2015 at 11:42:41 AM EDT
To: " aperezjrmaster@aol.com " <aperezjrmaster@aol.com>
Subject: FW: COND2015-0003/Indoor Shooting Range

Andres,

I need to hear from you on/before Wed/07-08 regarding the question below to stay on schedule for the July 21 Town Council meeting.

Thank you,

Stacy

From: Stacy Allen
Sent: Thursday, July 02, 2015 10:27 AM
To: aperezjrmaster@aol.com
Subject: FW: COND2015-0003/Indoor Shooting Range

Question...

Do you have another shooting range somewhere else? And if so, do you have a noise study of that location that includes decibel levels and impacts to adjoining suites.

Thanks,

Stacy

From: Stacy Allen
Sent: Thursday, July 02, 2015 10:12 AM

To: aperezjrmaster@aol.com

Subject: COND2015-0003/Indoor Shooting Range

Andres,

Our public hearing with the Town Council is approaching (Tue/Jul 21) and I need a "Letter of Intent" from you to make your application complete. The Letter of Intent is just a narrative of your request addressed to the Town Council. Just a paragraph or two explaining what you want to do with details of the proposed use in addition to the existing use(s), types of activities, hours of operation, total number of employees, noise levels, plans for sound attenuation, techniques proposed to mitigate any potential negative impacts, parking, total occupancy of suites at peak hours...

Please contact me if you have any questions.

Thank you,

Stacy Allen

Planning Technician

Department of Planning, Zoning and Code Compliance

Town of Miami Lakes

6601 Main Street

Room 105

Miami Lakes FL 33014

(305) 364-6100 Ext 1174

allens@miamilakes-fl.gov

www.miamilakes-fl.gov

500 Foot Mailing List

Folio	Property Address		Owner 1	Owner 2	Mailing Address	CITY/ST/ZIP
3220220400030	8300 COMMERCE WAY		MIAMI DADE COUNTY	WASD	PO BOX 330316	MIAMI, FL 33233
3220220480001			REFERENCE ONLY			,
3220220470010	13900 NW 82 AVE		NOMIS 4 INC		13900 NW 82 AVE	MIAMI, FL 33016-1548
3220220290010	14050 PALMETTO FRONTAGE RD		THE GRAHAM COMPANIES		6843 MAIN ST	MIAMI LAKES, FL 33014-2048
3220220270010	14100 NW 80 AVE		GRAHAM COMPANIES		6843 MAIN ST	MIAMI, FL 33014-2048
3220220010652			NOMIS 4 INC		13900 NW 82 AVE	MIAMI, FL 33016-1548
3220220010530			THE GRAHAM COMPANIES		6843 MAIN ST	MIAMI LAKES, FL 33014-2048
3220220400020			TGC LL8 LLC	C/O GRAHAM COMPANIES	6843 MAIN ST	MIAMI LAKES, FL 33015
3220220520001			REFERENCE ONLY			,
3220220270020			GRAHAM COMPANIES		6843 MAIN ST	MIAMI, FL 33014-2048
3220220010650			THE GRAHAM COMPANIES		6843 MAIN ST	MIAMI LAKES, FL 33014-2048
3220220660010	8340 COMMERCE WAY		THE GRAHAM COMPANIES		6843 MAIN ST	MIAMI LAKES, FL 33014
3220220660020			THE GRAHAM COMPANIES		6843 MAIN ST	MIAMI, FL 33014
3220220400010			THE GRAHAM COMPANIES		6843 MAIN ST	MIAMI LAKES, FL 33014-2048
3220220480010	14080 NW 82 AVE	1-A	IMAGENET CONSULTING OF MIAMI LLC		14080 NW 82 AVE #1A	MIAMI, FL 33016
3220220480020	14078 NW 82 AVE	2-A	IMAGENET CONSULTING OF MIAMI LLC		14080 NW 82 AVE #1A	MIAMI, FL 33016
3220220480030	14076 NW 82 AVE	3-A	IMAGENET CONSULTING OF MIAMI LLC		14080 NW 82 AVE #1A	MIAMI, FL 33016
3220220480040	14074 NW 82 AVE	4-A	SELA INVESTMENTS LLC		14072 NW 82 AVE	MIAMI LAKES, FL 33016
3220220480050	14072 NW 82 AVE	5-A	SELA INVESTMENTS LLC		14072 NW 82 AVE	MIAMI LAKES, FL 33016
3220220480060	14070 NW 82 AVE	6-A	CHI ALARMS INC		14070 NW 82 AVE #6-A	MIAMI LAKES, FL 33016-1547
3220220480070	14068 NW 82 AVE	7-A	LUIS T MOLINA &W MARIA T		14068 NW 82 AVE #7	MIAMI LAKES, FL 33016-1547
3220220480080	14066 NW 82 AVE	8-A	L&M CORP GRP INC		14066 NW 82 AVE #8-A	HIALEAH, FL 33016-1547
3220220480090	14064 NW 82 AVE	9-A	H W C II INC		7751 NW 146 ST	MIAMI LAKES, FL 33016-1559
3220220480100	14062 NW 82 AVE	10-A	CROWN PARK HOLDINGS LLC		14062 NW 82 AVE #10-A	MIAMI LAKES, FL 33016
3220220480110	14060 NW 82 AVE	A-11	CHRISTIAN NAVARRO TRS		14060 NW 82 AVE #11	MIAMI LAKES, FL 33016
3220220480120	14058 NW 82 AVE	A-12	PARTS INSTRUMENTS & COMPONENTS		14058 NW 82 AVE #12-A	MIAMI, FL 33016-1547
3220220480130	14056 NW 82 AVE		CROWN WAREHOUSE LLC		1395 BRICKELL AVE UNIT 2908	MIAMI, FL 33131
3220220480140	14054 NW 82 AVE		ROSSI HOLDINGS LLC		14054 NW 82 AVE # 14	MIAMI LAKES, FL 33016-1547
3220220480150	14052 NW 82 AVE		MJB II GROUP INC		3822 PINE LAKE	WESTON, FL 33332
3220220480160	14050 NW 82 AVE	16-A	JORGE T TAPANES JR	ANGELA V TAPANES	7972 NW 161 TERRACE	MIAMI LAKES, FL 33016
3220220520010	14046 NW 82 AVE	1	ADVANCED TECHNICAL GROUP INC		14046 NW 82 AVE	MIAMI LAKES, FL 33016-1547
3220220520020	14044 NW 82 AVE	2	JOSE O SARAVIA &W	LUZ SARAVIA	3470 E COAST AVE # H-911	MIAMI, FL 33137
3220220520030	14042 NW 82 AVE	3	NETSON FLECHES	ANTONIO E FLECHES	16825 NW 83 CT	MIAMI LAKES, FL 33016-3456
3220220520040	14040 NW 82 AVE	4	SMA HOLDINGS LLC		15961 NW 83 PL	MIAMI LAKES, FL 33016-6665
3220220520050	14038 NW 82 AVE	5	HD2R INVESTMENTS INC		8906 SW 150 CT CIRCLE NORTH	MIAMI, FL 33196
3220220520060	14036 NW 82 AVE	6	ASTRO INSTRUMENTS SERV CORP		14036 NW 82 AVE UNIT 6	MIAMI, FL 33016-1547
3220220520070	14034 NW 82 AVE	7	RUTHS WAREHOUSE LLC		14034 NW 82 AVE #7	HIALEAH, FL 33016-1547
3220220520080	14032 NW 82 AVE	8	ASC MGMT GRP LLC		14032 SW 82 AVE #8	HIALEAH, FL 33016
3220220520090	14030 NW 82 AVE	9	SCAVUZZO PROPERTIES LLC		7840 NW 185 ST	HIALEAH, FL 33015-2720
3220220520100	14028 NW 82 AVE	10	RAMON ORSINI &W MARIANA	CARLOS E ORSINI	14028 NW 82 AVE #10	HIALEAH, FL 33016
3220220520110	14026 NW 82 AVE	11	RAMMS ENGINEERING INC		14679 GLENCAIRN RD	MIAMI LAKES, FL 33016-1449
3220220520120	14024 NW 82 AVE	12	INCOMREAL LLC		19112 NW 88 PL	MIAMI, FL 33018
3220220520130	14022 NW 82 AVE	13	Y E D LLC	J I D LLC	3610 YATCH CLUB DR #408	MIAMI, FL 33180
3220220520140	14020 NW 82 AVE	14	Y E D LLC	J I D LLC	3610 YATCH CLUB DR #408	AVENTURA, FL 33180
3220220520150	14018 NW 82 AVE	15	14018 NW 82 AVE LLC		14351 ARDOCH PLACE	HIALEAH, FL 33016
3220220520160	14016 NW 82 AVE	16	SOUTHLAKE HOLDINGS LLC		8004 NW 154 ST UNIT 243	HIALEAH, FL 33016
3220220520170	14014 NW 82 AVE	17	DIAZ INVESTMENTS LLC		16526 BRIDGE END RD	MIAMI LAKES, FL 33014-6095
3220220520180	14012 NW 82 AVE	18	MJ PHOTOCOPY ENTERPRISES INC		12494 NW 38 AVE	OPA LOCKA, FL 33054
3220220520190	14010 NW 82 AVE	19	14010 REALTY LLC		5321 W SAXON CIRCLE	SOUTH WEST RANCHES, FL 33331
3220220520200	14008 NW 82 AVE	20	ANCORA DEVELOPMENT CORP		1280 W 4 LN	HIALEAH, FL 33010-2923

3220220520210	14006 NW 82 AVE	21	RAFAEL AGUDELO &W MARIA V OBANDO	1952 NW 167 TERR	PEMBROKE PINES, FL 33028
3220220520220	14004 NW 82 AVE	22	MODERN ART INC	15180 NW 6 CT	PEMBROKE PINES, FL 33028
3220220520230	14002 NW 82 AVE	23	ANDY PEREZ JR RENTAL LLC	19174 NW 23 PL	PEMBROKE PINES, FL 33029
3220220520240	14000 NW 82 AVE	24	ANDY PEREZ JR RENTAL LLC	19174 NW 23 PL	PEMBROKE PINES, FL 33029





Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Edward Pidermann, Town Manager
Subject: Authorization to Execute Contracts for Security Guard Services for Special Taxing Districts, RFP 2019-13
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute contracts with SFM Security Services, Inc. ("SFM Security"), the highest ranked proposer, Kent Security Services, Inc. ("Kent"), the second highest ranked proposer, and FPI Security Services, Inc. ("FPI"), the third highest ranked proposer for Security Guard Services for Special Taxing Districts in an amount not to exceed budgeted funds. The vendor and level of service will be determined by the Special Taxing Districts. The contract will be for a three (3) year period with two (2) one-year options to renew. In this fiscal year, \$1,261,741 is budgeted for these services in the Special Taxing Districts sub-fund of the Special Revenue Fund.

Background:

All Special Taxing District ("STD") locations will require year-round, twenty-four (24) hour stationary security guard services, and some may require both stationary and roving patrol security guard services. Below is a list of the STD locations for the required Level 1 & 2, unarmed security guard services, including the number of guard houses and addresses for each location.

The Work consists of furnishing all communication equipment, special equipment, uniforms, supplies, and services necessary for providing security guard services at the special taxing district locations.

Background

In the Town, a Special Taxing District ("STD") is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to fund public services and/or improvements, which could not otherwise conveniently or equitably be provided. Currently, the Town has four (4) STDs organized for the purpose of providing security guard services at guardhouses located at the entrances to each district.

The Town issued Request for Proposals ("RFP") 2019-13 for Security Guard Services for Special Taxing Districts on March 5, 2019. The RFP was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Proposers were required to:

1. Be a valid security firm authorized to conduct business in the State of Florida;
2. Have been in business providing security services for at least five (5) years prior to the issuance of this RFP;
3. Have performed satisfactorily on at least three (3) prior security guard service contracts within the last five (5) years, demonstrated with three (3) satisfactory client references; and
4. Possess a Class "B", Security Agency, or Class "BB", Security Agency Branch Office, License issued by the State of Florida, Division of Licensing, as of the proposal due date.

On the date of the proposal deadline, March 29, 2019, which was extended from the initial deadline of March 26, 2019, we received eighteen (18) proposals from the following Proposers:

1. AJ Squared Security, Inc. ("AJ Squared")
2. Universal Protection Services LLC dba Allied Universal Security Services ("Allied Universal")
3. Blue Shield Security Protection, Inc. ("Blue Shield")
4. Delta Five Security, LLC ("Delta Five")
5. Dothan Security, Inc. dba DSI Security Services ("DSI")
6. Execupro, Inc. dba Execupro Protective Services ("Execupro")
7. FPI Security Services, Inc. ("FPI")
8. G4S Secure Solutions (USA) Inc. ("G4S")
9. Indemnity Security & Investigations, Inc. ("Indemnity")
10. Kemp Group International Corporation dba Kemp Security International ("Kemp")
11. Kent Security Services, Inc. ("Kent")
12. Marksman Security Corporation ("Marksman")
13. Ralons Security, LLC ("Ralons")
14. Regions Security Services, Inc. ("Regions")
15. Security Alliance, LLC ("Security Alliance")
16. SFM Security Services, Inc. ("SFM Security")
17. US Alliance Management dba US Security ("US Security")
18. V.O.K. Protective Services, Inc. ("V.O.K.")

An Evaluation Committee was appointed, comprised of the following members:

1. Carmen Olazabal, Chief of CIP and Special Services, Town of Miami Lakes
2. Dario Martinez, Facilities Manager, Town of Miami Lakes
3. Thomas Fossler, Administrative Officer, Assistant to the Village Manager, Village of Key Biscayne
4. Ximena Suarez, Assistant to the Town Manager, Town of Miami Lakes

Procurement performed a due diligence review of the proposals for responsiveness and found that AJ Squared, Blue Shield, Indemnity, and Regions submitted non-responsive proposals. AJ Squared did not provide any references to demonstrate that they performed satisfactorily on at least three (3) prior security guard service contracts within the last five (5) years. Blue Shield's proposal was found non-responsive because they did not provide the Town with the requested missing documents in the allotted time, which would impact the evaluation committee's ability to fairly rank their Proposal at the time of the evaluation committee meeting. Both Indemnity's and Region's proposals were found non-responsive because they both did not utilize the Town's revised bid form, which was issued in Addendum #3.

The remaining proposals were responsive and met all the minimum qualifications for the solicitation. No Proposer appeared on the State or Federal debarred vendors list, nor were there any cases within their litigation history that would indicate issues with past performance. Procurement did not find any issues that would indicate any Proposer was incapable of performing the work.

The Evaluation Committee was provided the responsive proposals and met on June 4, 2019, to evaluate and rank the proposals. One member of the Evaluation Committee, Thomas Fossler, was unable to attend the meeting. The rest of the Committee, having quorum, evaluated the responsive proposals. At the conclusion of

this meeting, the Evaluation Committee moved to establish the following ranking:

1. SFM Security Services, Inc. – 443.41 points
2. Kent Security Services, Inc. – 425 points
3. FPI Security Services, Inc. – 424.82 points
4. Security Alliance, LLC – 411.57 points
5. Execupro Protective Services – 399.92 points
6. Delta Five Security, LLC – 382.43 points
7. DSI Security Services – 380.89 points
8. Allied Universal Security Services – 377 points
9. G4S Secure Solutions (USA) Inc. – 375.51 points
10. US Security – 368.67 points
11. Marksman Security Corporation – 354.55 points
12. Ralons Security, LLC – 353.12 points
13. V.O.K. Protective Services, Inc. – 351.2 points
14. Kemp Security International – 265. 66 points

SFM Security, the top-ranked Proposer, has been in business for over twenty-three (23) years. The Committee noted that SFM Security's proposed key personnel has an aggregated seventy-nine (79) years of experience in the security industry. SFM Security has a team comprised of 168 licensed officers and are currently headquartered four (4) miles from the Town.

Kent, the second-ranked Proposer, has been in business for over thirty-four (34) years and has nearly 2,000 employees nationwide. Kent currently holds contracts with multiple special taxing district properties and have armed guards in 32 primary learning centers.

FPI, the third-ranked Proposer, has over thirty (30) years of experience in the security guard service field and has over 300 professionals stemming from the fields of military, police and public safety.

During the meeting, Dario Martinez motioned for the recommendation of a shortlist comprised of the top three (3) Proposers to the manager, in lieu of selecting the top-ranked candidate. This option was contemplated in the RFP solicitation as a possible result.

For the above stated reasons, it is recommended that the Town Council authorize the Town Manager to execute contracts with SFM Security, Kent and FPI. The chosen Contractor and level of service will be determined by the affected Special Taxing Districts. See Exhibit A for hourly rates and an estimated total yearly cost of the three (3) highest-ranked Proposers per STD.

ATTACHMENTS:

Description

Resolution

2019-13 Security Guard Services for Special Taxing Districts

Exhibit A

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF CONTRACTS FOR RFP 2019-13, SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS TO SFM SECURITY SERVICES, INC., FPI SECURITY SERVICES, INC. AND KENT SECURITY SERVICES, INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5(b) of the Town's Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, on March 5, 2019, in accordance with Section 5 of Town Ordinance 17-203, the Town issued a Request for Proposals ("RFP") No. 2019-13, for Security Guard Services for Special Taxing Districts; and

WHEREAS, the RFP was properly advertised in the Miami Daily Business Review, posted on the Town Website, Demand Star, and Public Purchase, and noticed in the Town Hall lobby; and

WHEREAS, the Town received eighteen (18) proposals by the proposal deadline, of which fourteen (14) were found responsive; and

WHEREAS, an Evaluation Committee ("Committee") was appointed comprised of the following individuals: Carmen Olazabal, Dario Martinez, Thomas Fossler, and Ximena Suarez;

WHEREAS, the Committee met on June 4, 2019 to evaluate the responsive proposals and established a ranking based on the evaluation criteria provided for in the solicitation; and

WHEREAS, in accordance with the established ranking, the Committee recommended awarding contracts to SFM Security Services, Inc. (“SFM”), the highest-ranked proposal, Kent Security Services, Inc. (“Kent”), the second highest-ranked proposer, and FPI Security Services, Inc. (“FPI”), the third highest-ranked proposer, for Security Guard Services for Special Taxing Districts; and

WHEREAS, the vendor and the level of service will be determined by the affected Special Taxing Districts; and

WHEREAS, the Town Manager concurs with the Committee’s findings and recommends the approval of contracts with SFM, Kent, and FPI for Security Guard Services for Special Taxing Districts, allowing the vendor and the level of service to be determined by the affected Special Taxing Districts; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into contracts with SFM, Kent, and FPI for Security Guard Services for Special Taxing Districts, allowing the vendor and the level of service to be determined by the affected Special Taxing Districts; and

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, Kent, and FPI in substantially the form attached hereto as Exhibit “A” for Security Guard Services for Special Taxing Districts (hereinafter referred to as “Contract”).

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

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

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute Contracts with SFM, Kent, and FPI, allowing the vendor and the level of service to be determined by the affect Special Taxing Districts and to execute any extension and/or amendments to 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 _____, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Joshua Dieguez	_____
Councilmember Luis Collazo	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
**SFM Security Services, Inc. Kent Security Services, Inc. and
FPI Security Services, Inc.**
for
Security Guard Services for Special Taxing Districts,
RFP 2019-13

Professional Services Agreement for Security Guard Services for Special Taxing Districts

2019-13



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Luis Collazo
Councilmember Joshua Dieguez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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THIS AGREEMENT is entered into as of the execution date first written below ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor," having a principal office at _____.

RECITALS

WHEREAS the Town of Miami Lakes issued RFP 2019-13 for Security Guard Services for Special Taxing Districts on March 5, 2019 and

WHEREAS, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

WHEREAS, the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

WHEREAS, the Town has requested the Contractor to provide security guard services ("Services"); and

WHEREAS, the Contractor has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

SECTION A. GENERAL TERMS & CONDITIONS

A1. Definitions

- a. Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. Additional Services** means any work/services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. Basic Services** means the services that are expressly stated in the scope of work/services or those services so closely related in character as to be reasonably inferred to be included within the scope of work/services.
- e. Change Order** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. Contractor** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.

- g. **Cure*** means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. **Cure Period*** means the period of time in which the Contractor is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. **Days*** means calendar days unless specifically stated otherwise.
- j. **Errors*** means Services or work product prepared by the Contractor that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. **Project Manager*** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.
- l. **Scope of Service(s)/Work*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- m. **Services or Work*** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- n. **Town Council*** means the legislative body of the Town of Miami Lakes.
- o. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- p. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- q. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Contractor.
- r. **Work Order Proposal*** means a document prepared by the Contractor, at the request of the Town for Services to be provided by the Contractor.

A2. General

A2.01. Authority of the Town's Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

A2.02. Standard of Care

Contractor is solely responsible for the technical accuracy and quality of its Services. Contractor must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Contractor will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Contractor under this Agreement. Contractor must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

A2.03. Subcontractors

Contractor is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

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

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

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

A2.04. Taxes

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

A2.05. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and that are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town Code and this Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

A2.06. Work Orders

When the Town Manager has determined to utilize Contractor for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Contractor based on the proposed Scope of Services provided to the Contractor in writing by the Town Manager. The Contractor, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Contractor will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subcontractors, and

deliverable items and/or documents. The Town, at its sole discretion may provide the Contractor with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Contractor may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manager will issue a written Work Order assigning the Project to the Contractor.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Contractor has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Contractor any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Contractor may submit proposals and/or qualifications for any professional services, which the Contractor is qualified to perform, in response to any public solicitation issued by Town.

A2.07. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

A2.08. 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.

A2.09. Defense of Claims

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

A2.10. Coordination of Work

The Contractor shall perform all Services in a manner that will minimize disruption to the Town's normal operations. Necessary disruptions should occur after normal Town working hours. Where this is not possible Services shall be scheduled and coordinated in advance with the Program Manager.

A2.11. Contract Extension

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

A2.12. Invoicing

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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

A3. Performance

A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

A3.02. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) 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. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

A3.03. Contractor Key Staff

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of Project Manager to change Key Staff. Contractor must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.04. Time for Performance

The Contractor agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Contractor for extra compensation.

A3.05. Method of Performing the Services

The apparent silence of the Agreement as to any detail, or the apparent omission from them of a detailed description concerning any Services to performed, shall 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 Agreement shall be made upon that basis.

A3.06. Protection of Property, Utilities, and the Public

The Contractor shall protect public and private property from damage or loss arising in connection with the providing the Services and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property of the Town or private property, which may be caused by Contractor.

A3.07. Labor Materials, Equipment, and Sales

Contractor shall provide for all labor, materials equipment, supplies, consumables, transportation and other incidental items necessary to provide the Services. The Town at its sole discretion may have purchase equipment or materials to be used under this Agreement, such as hardware, software, and similar items or have the Contractor purchase the equipment on behalf of the Town.

A4. Default

A4.01. General

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon

written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Contractor while Contractor was in default must be immediately returned to the Town. Contractor understands and agrees that termination of this Agreement under this section does not release Contractor from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Contractor a specified time to correct a default.

A4.02. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Contractor fails to obtain or maintain the required insurance.
- (ii) Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Contractor fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Contractor as to a finding of default, and Contractor must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Contractor provides written justification deemed reasonably sufficient.

Should any such failure on the part of Contractor be due to a condition of Force Majeure as the 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.

A5. Termination of Agreement

A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Contractor will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

A5.02. Contractor's Right to Terminate

The Contractor shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Contractor specifying its breach of its duties under this Agreement.

A5.03. Termination Due to Undisclosed Lobbyist or Agent

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A5.04. Fraud & Misrepresentation

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

A5.05. Funds Availability

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

A6. Documents and Records

A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Contractor must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Contractor is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

A6.02. Delivery upon Request or Cancellation

Failure of the Contractor to promptly deliver all such documents in the possession of the Contractor, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Contractor until Contractor delivers all such documents. Contractor will have no recourse from these requirements.

A6.03. Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Contractor will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. 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.

A6.05. Maintenance of Records

Contractor will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.
- (iv) Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town 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 records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

A7. Insurance

The Contractor must not start Services under this Agreement until the Contractor has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Contractor not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Contractor for such coverage purchased.

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

A7.01. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A7.02. Verification of Insurance Coverage

The Contractor must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Contractor. Contractor must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Contractor must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Contractor must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A7.03. Forms of Coverage

A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000.00 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.

A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 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.

A7.03-3. Workers' Compensation 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 \$500,000.00 each accident and a waiver of subrogation. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

A7.04. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor. Contractor must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

A7.05. Certificate of Insurance

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

A7.06. 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. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

A8. Contract Disputes & Mediation

A8.01. Claims

Any claim shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town.

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

A8.02. Resolution of Disputes

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

The initial step will be for the Contractor to notify the Procurement Manager in writing of the dispute. Contractor must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Contractor. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the dispute the Contractor may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Contractor will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A8.03. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors and/or independent contractors and/or contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A8.04. Continuing the Services

Contractor shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

A8.05. 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 Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

A8.06. Set-offs, Withholding, & 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

A8.07. Time in Which to Bring Action Against the Town

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

A9. Miscellaneous

A9.01. Indemnification

The Contractor will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Contractor or its employees, agents, or subcontractors. The Contractor will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Contractor's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Contractor's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Contractors, its agents, servants, or representatives.

The Contractor's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

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

A9.02. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement 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 this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A9.03. Severability

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

A9.04. Nonexclusive Agreement

Contractor Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Contractor that the Town has

engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Contractor and those other firms engaged, are delineated by the Project Manager so that the Contractor and those similarly engaged are clear as to their responsibilities and obligations.

A9.05. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

A9.06. No Waiver

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

A9.07. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Contractor's duties to indemnify the Town where Contractor must pay the Town's reasonable attorney's fees.

A9.08. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

For Contractor:

Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Christian Infante, President
SFM Security Services, Inc.
9700 NW 79th Avenue
Hialeah Gardens, FL 33016
cinfante@sfmtservices.com

With a copy to:

Raul Gastesi
Town Attorney
At the same address as above
rgastesi@gastesi.com

Nathalie Garcia
Procurement Manager
At the same address as above
garcian@miamilakes-fl.gov

A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A9.10. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A9.11. Priority of Provisions

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

A9.12. Compliance with Laws

Contractor must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Contractor maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

A9.12-1. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Contractor further covenants that no otherwise qualified individual will, 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 Agreement.

A9.12-2. ADA Compliance

Contractor must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Contractor must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A9.13. No Partnership

Contractor is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Contractor has no authority to bind the Town to any promise, debt, default, or undertaking of the Contractor.

A9.14. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Contractor shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

A9.16. Third-Party Beneficiary

Contractor and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

A9.17. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractor's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

A9.18. Force Majeure

The Town and Contractor will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

A9.19. Town May Avail Itself of All Remedies

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

END OF SECTION

SECTION B. SPECIAL TERMS & CONDITIONS

B1. Background

In the Town, a Special Taxing District (“STD”) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to fund public services and/or improvements, which could not otherwise conveniently or equitably be provided. Currently, the Town has four special taxing districts organized for the purpose of providing security guard services at guardhouses located at the entrances to each district. The Town is soliciting proposals from qualified firms to provide professional, Level 1 & 2, unarmed security guard and roving patrol services to provide a visible safety and passive security program at various STD locations.

B2. Special Taxing District Locations

All STD locations listed below will require stationary security guard services, and some may require both stationary and roving patrol security guard services. Below is a list of the STD locations for the required Level 1 & 2, unarmed security guard services, including the number of guard houses and addresses for each location. All locations require twenty-four (24) hour coverage year-round.

Item	STD Name	# of Guardhouses	Address
1	Miami Lakes Section 1	1	8281 Balgowan Road, Miami Lakes, FL 33014
2	Miami Lakes Loch Lomond	1	15711 Turnberry Drive, Miami Lakes, FL 33014
3	Royal Oaks Section 1	2	8206 NW 162 nd Street & 8211 NW 168 th Street, Miami Lakes, FL 33014
4	Royal Oaks East	2	16111 NW 79 th Avenue & 8111 NW 167 th Terrace, Miami Lakes, FL 33014

Note: The Town may at any time make changes to existing service. The changes may include, but are not limited to, scheduling changes, and increases or decreases in the hours or type and level of services.

B3. Licensing

Contractor must maintain a Class “B”, Security Agency, or Class “BB”, Security Agency Branch Office, License issued by the State of Florida, Division of Licensing, at all times during the term of this Agreement. Failure to maintain said license in accordance with this Section shall be deemed a material breach of this Agreement and shall be suitable grounds for termination.

B4. Assignment & Movement of STD Locations

Notwithstanding the initial assignment of STD locations, the Town reserves the right to assign additional STD locations to Contractor during the term of this Agreement. Additional assignments shall be compensated at the rates provided for in Exhibit A, Fee Schedule.

B5. Term

This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement shall remain the same as specified in the Agreement and apply during the renewal period(s).

B6. Requirements & Services to be Provided

B6.01. Requirements Prior to Notice-To-Proceed

No later than thirty (30) days after contract execution, the Contractor must meet the requirements stated herein prior to the issuance of a Notice-To-Proceed ("NTP") from the Town. The Town reserves the right to terminate the contract if these requirements are not met within thirty (30) days of contract execution. The Contractor must commence work upon issuance of the NTP by the Town.

The Contractor shall:

1. Have a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County, Monroe County or Palm Beach County, with the required Business Entity Tax Receipt, and shall be owned and operated by the Contractor. The Town reserves the right to inspect the dispatch location at any time. This dispatch location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by local telephone call and 2-way radio at the dispatch location at all times;
2. Meet the Insurance requirements as specified in Section A7;
3. Provide all necessary permits, licenses and certificates for the Contractor, the Contractor's Project Manager, and Security personnel that will be assigned to the contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section B6.03. The Town reserves the right to interview, approve, and dismiss, if necessary, security personnel;
4. Have communication equipment that meets the requirements of Section B10.02(1);
5. Immediately after contract execution and prior to the issuance of the NTP, the Contractor shall conduct an STD and dispatch location on-site and in-depth review with the Town's Project Manager of the total contract requirements covering the following:
 - a. Policy and specific procedures for responding to an emergency;
 - b. Proposed security personnel eligibility documentation;
 - c. Proposed security personnel training procedures;
 - d. Communication system;
 - e. Inspection system and corrective action procedures; and
 - f. Post Orders

B6.02. General Requirements

The Contractor shall:

1. Furnish management, supervision, manpower, equipment, supplies, and any other equipment, labor, or services necessary to provide security services at each STD location for which Contractor is assigned under the contract;
2. Provide continuous twenty-four-hour-a-day, 365 days per year, unarmed security guard services for the purpose of providing a visible safety and passive security program at each of the STD locations assigned;
3. Provide security guard service at each STD locations' guardhouse(s), as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance(s) to the community at the STD locations illustrated on the attached maps (See Exhibit B);
4. Issue to each security guard assigned to this contract, an approved identification badge. Said identification badge shall be worn at all times while on duty. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency within the Town. The cost of uniforms and other equipment, as further described in Section B10.02, shall be the responsibility of the Contractor;
6. If Contractor is directed to provide roving security guard services, the Contractor must provide a vehicle in a style and color that is distinguishable from any police vehicle agency within the Town and includes Proposer's tradename and logo. Costs for the vehicle and other associated equipment must be included within Proposer's bid price for the Hourly Billing Rate for Use of Licensed Motor Vehicle line item.
7. Display Post Orders at each security guardhouse;
8. Provide to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section B6.04. This training shall take place prior to the security guard commencing any services under this contract;
9. At the request of the Town, provide a security guard, designated as a full-time Site Supervisor, who shall inspect specified locations at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required. This function may be performed either in tandem or in lieu of the Town providing its own supervisor.
10. Provide the following documents, as specified in Section B6.03 below, for each security guard assigned to guard post, prior to the security guard start of work in the STD:
 - a. Urinalysis reports (by outside agency within preceding 60 days)
 - b. Medical examination reports (dated within preceding 60 days)
 - c. Training certification
 - d. Proof of minimum education requirements
 - e. Licenses
 - f. Results of background check to include Florida Department of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)

- g. Proof of citizenship or work permit or INS I-9 certification

B6.03. Security Guard Personnel Requirements

All levels of security guards shall meet certain minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, as established in this Section, to be eligible to perform the services requested herein. Security guards assigned by the Contractor to perform the requested services herein shall (1) be fully trained in the requirements of the service, (b) meet all contract requirements, and (3) be approved for duty by the Town prior to reporting for duty on their first assignment. Security guards shall be approved and trained in order to be an emergency relief guard for absent regular security guard personnel.

All levels of security guard personnel shall meet the following requirements:

- (1) Minimum Age: Security guards must be a minimum of 21 years of age.
- (2) Driver's License: Security guards must possess a valid State of Florida driver's license if assigned to roving patrol.
- (3) Licensing/Certification Requirements: Security guards must be licensed by the State of Florida with a valid Class "D" license from the Florida Department of State issued pursuant to Florida Statutes Chapter 493. All security guards shall maintain licensing requirements at all times while providing service to the Town. Any person directing the activities of the security guards shall also meet the licensing requirements per Florida Statute 493.6303 and possess a Class "MB" and a Class "M" license if applicable.
- (4) Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the Town, and shall be certified by the Florida Department of Law Enforcement as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the Town. A security guard may not provide services to the Town if the guard has any of the following:
 - a. Any felony, sexual or domestic violence conviction;
 - b. Been discharged from the military under any conditions other than honorable; and/or
 - c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the Town's Project Manager or designee.
- (5) Citizenship Status: Any security guard providing services must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers, or a completed I-9 Form.
- (6) English Language Literacy Requirements: Security guards must be fully literate (i.e. read and write) in the English language and be able to clearly speak English.
- (7) Medical Test and Health Requirements: Security guard shall successfully complete a medical examination to be conducted at the Proposer's expense, prior to duty assignment, or when required for reasonable cause by the Town. The results of the medical examination shall demonstrate the guard's ability to perform the services herein. At a minimum, the security guard must meet the following health requirements:

- a. Be in good general health, without physical defects or abnormalities that would interfere with the performance of duties;
 - b. Be free from any communicable disease;
 - c. Be free from the effects or presence of alcohol or drugs;
 - d. Possess binocular vision, correctable to 20/20 (Snellen);
 - e. Not be colorblind; and
 - f. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without the benefit of artificial hearing devices.
- (8) Educational Background and Experience: All security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma (G.E.D.), and be able to document a work history or educational background that includes at least one of the following qualifications:
- a. Level 1 Security Guard
 - i. Minimum of three (3) years' experience as a licensed security guard;
 - ii. Minimum of one (1) year of military experience;
 - iii. Civilian or Military law enforcement or Corrections accreditation;
 - iv. Four-year bachelor's degree from an accredited college or university and one (1) year of experience as a licensed security guard; and/or
 - v. Two-year associate degree from an accredited college or university and two (2) years' experience as a licensed security guard.
 - b. Level 2 Security Guard/Site Supervisor
 - i. Minimum of five (5) years' experience as a licensed security guard;
 - ii. Minimum of two (2) years' military experience;
 - iii. Civilian or Military law enforcement or Corrections accreditation;
 - iv. Four-year bachelor's degree from an accredited college or university and two (2) years' experience as a licensed security guard; and/or
 - v. Two-year associate degree from an accredited college or university and three (3) years' experience as a licensed security guard.

The Town may consider alternate qualifications in its sole discretion.

All required experience shall be from within the United States of America or its territories and fully and readily verifiable. Applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted. The Town's Project Manager or designee may consider and approve alternate forms of proof in his/her sole discretion.

B6.04. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but not be limited to, (1) general and specific orders of the STD location, (2) policy and specific procedures for responding to emergencies at the STD location, (3) procedures for access control and operation of the security system, (4) report writing, (5) safety and fire prevention, (6) police authority and jurisdiction, (7) identification, and (8) other security matters pertinent to the services requested herein.

Training shall be conducted by the Contractor's Site Supervisor and shall take place prior to a security guard commencing any services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The Town shall be the sole assessor of the effectiveness of the training.

The Town will reimburse Contractor for the training of security guards assigned to the STDs at the contracted hourly rate provided for in Exhibit A, Fee Schedule, for up to four (4) hours of work for each guard that is approved by the Town.

B7. Retention of Existing Guards

For certain STDs, the Town's residents may prefer to retain the guards currently assigned to the STD ("Existing Guard"). In such event, the Town, in its sole discretion, may direct Contractor to use all reasonable efforts to retain and hire Existing Guards operating in a specific STD. The Contractor shall in good faith offer those Existing Guards (other than managerial and supervisory employees) a right of first refusal of employment under this contract to positions for which the Existing Guards are qualified.

In the event Town directs Contractor to retain Existing Guards, the Contractor may issue a written request for the Town, in its sole discretion, to approve an increase in Contractor's contract price in proportion to the difference between the Contractor's pay rate for security guards under this contract, and the Existing Guards' pay rate under the predecessor contract. Any increases in contract price approved pursuant to this Section shall be effectuated by written change order and shall be effective only for those hours when the Existing Guard is on-shift. The Town may require Contractor to submit certified pay statements for specified guards to ensure compliance with this Section.

The Contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Existing Guards hired by the Contractor shall be retained for a minimum of ninety (90) days, to provide for a transition period, during which the Contractor shall refrain from discharging Existing Guards without cause.

Should any Existing Guards that are retained pursuant to this Section leave the employment of the Contractor for any reason, Contractor must provide written notice to the Town of the Existing Guard's departure within two (2) business days.

B8. Security Guards Specific Tasks & Responsibilities

Depending on the needs of each STD location, the Town may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

B8.01. Site Supervisor

The Site Supervisor, if applicable, shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include, but not be limited to, a) supervising security guards, providing on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment

and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B8.02. Security Guard

The Security Guard shall:

- (1) Report to work on time and remain on assigned duties until relieved as required;
- (2) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags (see Section B10.02(3));
- (3) Maintain order and use good judgment and discretion in handling unruly or trespassing public;
- (4) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a preapproved Town form;
- (5) Operate a marked motor vehicle where required (if assigned to roving patrol);
- (6) Maintain a professional atmosphere within areas of assignment; and
- (7) Not read newspapers, magazines, religious materials or any other non-work related items while providing services to the Town. In addition, newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance, or unnecessarily detain anyone who wishes to enter the STD. Any security guard that does so, shall be subject to immediate removal from active duty.

B9. Reporting Requirements

The Contractor shall comply with the following reporting requirements and procedures:

- (1) A brief statement of any unusual events shall be written in the post logbook, so the Town's Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the Town upon its replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the contract or earlier as required by Town's Project Manager or designee, the Contractor shall deliver all such logbooks to the Town, at a place to be determined by the Town Project Manager.
- (2) A copy of all reports and all major incidents shall be furnished to the Town Project Manager or designee on a weekly basis, or as requested by the Town Project Manager.
- (3) An incident report shall be completed whenever any unusual and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal acts or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

- (4) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the central dispatch location immediately after the incident occurs.
- (5) Contractor may, in lieu of physical logbooks, utilize tablet computers to keep digital logbooks. In such instance, digital logbooks shall be saved in a single file per day and STD location. The filename must include the date and the STD location for efficient identification purposes (Ex. Royal Oaks East Guardhouse 1 1.12.19.pdf). Such tablet computers will be borne at the sole cost of the Contractor, and digital logbooks must be delivered to the Town in accordance with subsection (1) above on a weekly basis, or as requested by the Town.

B10. Equipment, Materials, & Supplies

B10.01. Town Supplied Items

The Town will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the Town:

- (1) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.
- (2) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the Town.
- (3) Sample Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the Town. Some forms or other documentation may be site specific, in which case the Town will specify the proper STD locations for use.
- (4) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: Town issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the Town shall remain the property of the Town. Upon termination of the contract, or at the request of the Town at any time, the Contractor shall render an accounting of all such property. All equipment issued by the Town to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the Town to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B10.02. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

- (1) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criterion and all other facets of the Contractor's radio communications system will be evaluated by Town radio technicians or other person(s) designated

- (2) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.
- (3) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the Town. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the Town, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the Town may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the Town, and possible removal of the employee from duty at STD locations.

- (4) Supplies: The Town will provide samples of approved forms and documents to the Contractor with the issuance of the NTP. During the term of the contract, the Contractor will be responsible for all supplies required to perform the services requested herein, including, but not limited to, copies of approved forms and documents for use at the guardhouses, pens, clipboards, etc.
- (5) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Section A7, and the insurance shall be sufficient to cover the use of vehicle.

B11. Work Practices, Standards, & Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

B11.01. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B11.02. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

- (1) Posting Work Schedules: The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to ensure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.
- (2) Relief: The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the Town. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties (refer to Section B12).
- (3) Starting & Stopping Work: All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.
- (4) Limitations on Hours and Assignments: No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four-hour period, unless the work periods are separated by an eight-hour non-duty period. This limitation may be waived by the Town in emergency situations that are beyond the control of the Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the Town Project Manager or designee.

B11.03. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

B11.04. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared by the Contractor with Town input. Contractor must submit Post Orders for each STD to the Town Project Manager for review and approval prior to the commencement of services at an STD. Upon Town approval, Contractor shall post a copy of the Post Orders at each security guard location for the assigned STDs. Contractor must ensure that all security guards receive a copy of the site Post Orders and fully understand and comply with the procedures set forth therein. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. The Town may, at random intervals, conduct inspections to ensure security guards comply with the site Post Orders, and any violations shall be penalized in accordance with Section B11. All Post Orders (initial or revised) must be approved by the Town. Changes to the Post Orders approved by the Town shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

- (1) STD location information (e.g., operating hours, chain of command);

- (2) STD location rules and regulations;
- (3) Operation of equipment;
- (4) Roving patrol routes, schedules, and duties;
- (5) Vehicular traffic control;
- (6) Access control procedures;
- (7) Emergency response procedures;
- (8) Security and fire control/alarm systems;
- (9) Hazardous conditions, inspection/reporting;
- (10) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- (11) Safeguarding persons and property; and
- (12) Minimum number of hours for site orientation training.

B11.05. Reports, Records, & Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the Town.

B11.06. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

B11.07. Lost & Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the Town. Contractor shall notify the Town at the Town's next inspection visit of the status of any lost or found articles.

B11.08. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

B11.09. Removal from Duty

If the Town Project Manager determines a Contractor is disqualified or unfit for duty, the Town Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

- (1) Disqualification: A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.
- (2) Unfit for Duty: For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:
 - (a) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.

- (b) Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- (c) Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- (d) Theft, vandalism, or any other criminal actions.
- (e) Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- (f) Unethical or improper use of official authority or credentials.
- (g) Unauthorized use of communications equipment or Town property.
- (h) Violation of security procedures or regulations.
- (i) Recurring tardiness.
- (j) Failure to have display proper identification or produce applicable registration.
- (k) Use of Town telephones for purposes other than to report to supervisors or to report emergencies.

B11.10. Replacement Employees

The Contractor shall provide the training outlined in Section B6.04, to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the Town Project Manager or designee prior to assignment to STD.

B11.11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the Town, in writing, and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

B11.12. Weapons

No guard may carry a gun, night stick, stun gun, handcuffs or other weapons while performing services under this contract, whether roving or at the guardhouse. Guards are to avoid confrontation with suspicious individuals as much as possible and to alert the Town Police Department of possible criminal activity.

B12. Penalties & Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the Town against the Contractor.

B12.01. Major Incidents

Any major incidents, as determined by the Town Project Manager or designee, may result in a fine of \$100.00 per incident. Major incidents, may include but not limited to:

- (1) Failure to provide security guard coverage;
- (2) Security guard sleeping on duty;
- (3) Security guard working under the influence of drugs or alcohol;
- (4) Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol;
- (5) Falsifying logbook entries or status reports;
- (6) Failure to provide a written report documenting an incident or accident;

- (7) Failure to properly train any security guard employee; and/or
- (8) Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.

B12.02. Minor Incidents

Any minor incident, as determined by the Town Project Manager or designee, may result in a \$50.00 fine per incident. Minor incidents may include but not limited to:

- (1) Improper uniform or unsatisfactory appearance;
- (2) Failure to make prescribed communication checks;
- (3) Failure to provide specified inspections;
- (4) Failure to post company-supplied nameplate;
- (5) Failure to properly equip security officer;
- (6) Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the Town against the Contractor's invoice.

B13. Violations

The Town Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the Town Project Manager or designee. Violations may include, but are not limited to:

- (1) Personnel Violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
- (2) Administrative Violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by Town), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.
- (3) Special Violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the Town, failure to notify the Town of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the Town.
- (4) Repeated Violations: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the Town. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the Town, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section B4, Assignment and Movement of STD locations.

B14. Documentation

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the Town at any time.

- (1) The Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
 - a. Financial records: invoices, employee payroll and other associated backup documentation;
 - b. FCC License;
 - c. Logbooks;
 - d. Incident Reports; and
 - e. Employee Personnel File.
- (2) The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the Town, for all infractions committed hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
 - a. FDLE and national criminal background check which shall be updated on a yearly basis;
 - b. Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c. Training test results along with a copy of the test;
 - d. Proof of education and experience;
 - e. State Security Officer licenses "D", "G" and "DI" as applicable;
 - f. Employment application and verifications of prior employment;
 - g. Proof of certification for Law Enforcement experience;
 - h. A copy of DD-2 1 4 Long form for Military and Coast Guard experience;
 - i. A copy of a valid State of Florida Driver's license, with documentation of five-year driver's history; and
 - j. Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract and may result in non-performance penalties as specified in Section B12.

B15. Progress Meetings

The Town may hold mandatory meetings, at the discretion of the Town Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The Town Project Manager or designee reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the Town, shall be present at all meetings scheduled by the Town Project Manager or designee unless specifically waived by the Town Project Manager or designee. In emergency cases, advanced notice is not required.

B16. Additional Services

Additional Services includes those services that are not specifically provided for under the scope of this Agreement, however, are of such similar character that they can properly be performed

under the terms of this Agreement. A Work Order must be issued for any Additional Services performed under the Agreement. Work Orders may be issued based on cost per task, hourly rates, unit costs, or time and materials depending on the type of Work to be performed. The hourly rates contained in the Agreement shall be used for basis for determining the cost for any Additional Services. Where an hourly rate is not included in the Agreement, new hourly rates will be negotiated to the mutual satisfaction of both parties and added to the Agreement for any future Additional Service requests.

Upon identifying Additional Services to be performed on an as-needed basis, the Town Project Manager will notify the Contractor of the required Additional Services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing.
- A request for a Work Order Proposal for review by the Town Project Manager

B17. Compensation

For services rendered, the Town shall pay to Contractor the amounts identified in Exhibit A – Fee Schedule, as may be amended from time to time, which is incorporated into and made a part of this Agreement.

Within ten (10) business days after the anniversary of the contract execution date each year, the Contractor may request a price increase not to exceed the Bureau of Labor Statistics “All Items” category (CPI-U index for Miami-Dade County) within the last 12-month period. Failure to make a request within the above time frame shall be considered a waiver of the Contractor’s ability to make such request. The Town will evaluate such requests to determine if an increase should be approved. Notwithstanding the above, in no event shall any such increase exceed three percent (3%) per request.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____ in the year _____ (“Execution Date”).

WITNESS/ATTEST

SFM Security Services, Inc.

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm’s Secretary

(Affirm Firm’s Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation of the State of Florida

Gina Inganzo, Town Clerk

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Raul Gastesi, Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

EXHIBIT A – FEE SCHEDULE



SFM Security Services, Inc. Proposal for Town of Miami Lakes RFP No.: 2019-13 “Security Guard Services for Special Taxing Districts” Part B – Price Component



Submitted to:
Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
305.364.6100
garcian@miamilakes-fl.gov

Submitted by:
Christian Infante, President
SFM Security Services, Inc.
9700 N.W. 79TH Avenue
Hialeah Gardens, FL 33016
305.525.9442
cinfante@sfmservices.com

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1- Price Proposal

Form PPR-1



**RFP 2019-13
Price Proposal
Security Guard Services for Special Taxing Districts
Form PPR-1**

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer has determined based on its business and professional expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include all costs to complete the Services requested under the RFP and Contract.

Section A. Pricing for Security Guard Services for Special Taxing Districts

Proposer shall state its price for providing the required Services as stated in the RFP and in accordance with the Agreement terms and conditions.

ALL LOCATIONS	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (Level I)	\$ 15.84
Hourly Billing Rate per Security Guard (Level II)	\$ 17.17
Hourly Billing Rate per Security Guard Supervisor	\$ 17.17
Hourly Billing Rate for Use of Licensed Motor Vehicle ("Roving Guard")	\$ 1.55

SIGNATURE PAGE FOLLOWS

Form PPR-1



By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Project. The Town at its sole discretion may negotiate with the elements of the Fee with the Proposer.

SFM Security Services, Inc.
Proposer's Name

By: 
Signature of Authorized Officer

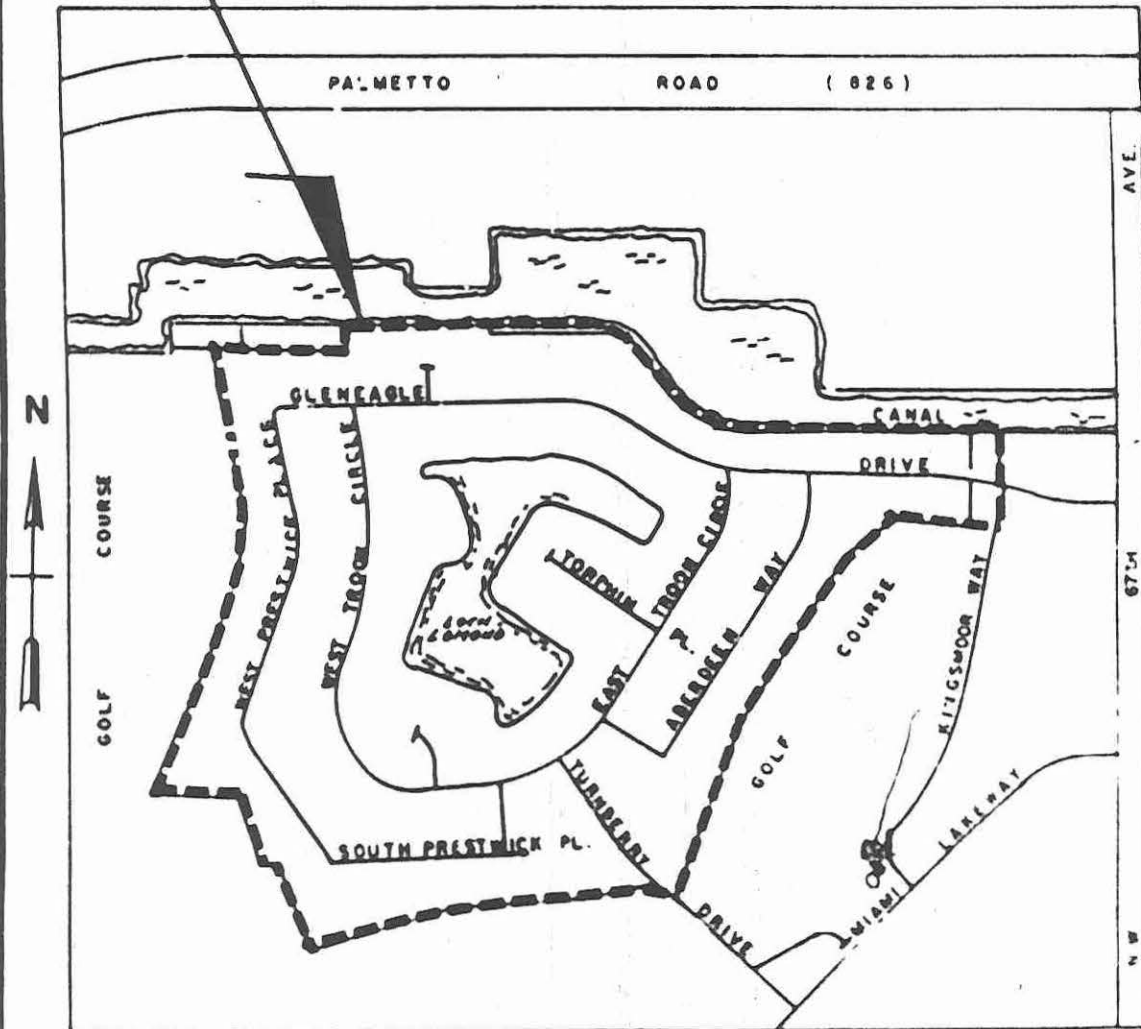
3.25.19
Date

Christian Infante
Printed Name

President
Title

EXHIBIT B – MAPS OF SPECIAL TAXING DISTRICTS

PROPOSED DISTRICT BOUNDARIES



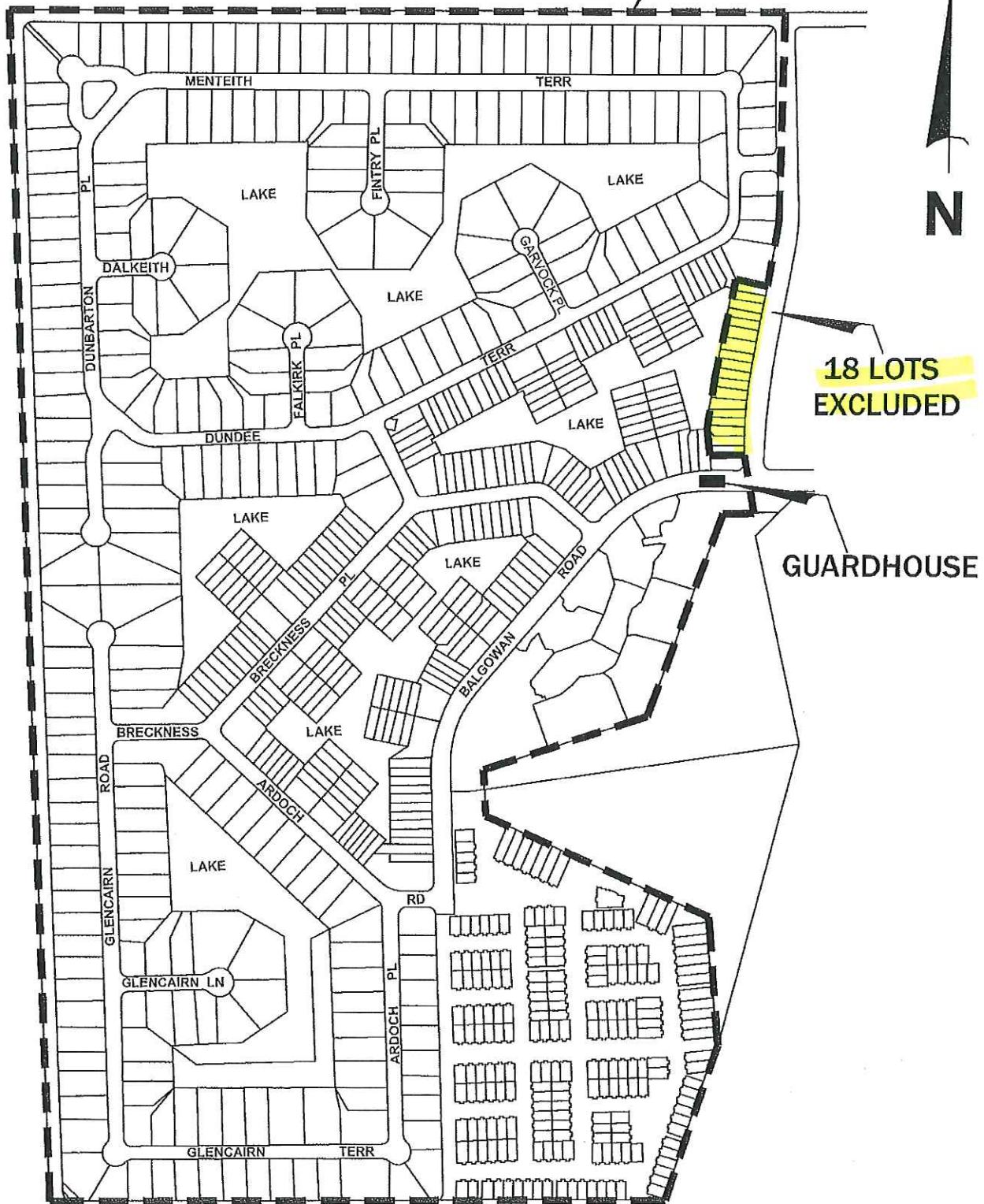
MIAMI LAKES - LOCH LOMOND SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 14-52-40

Exhibit "B"

MIAMI LAKES DRIVE

DISTRICT
BOUNDARIES



18 LOTS
EXCLUDED

GUARDHOUSE

**MIAMI LAKES SECTION ONE SECURITY GUARD
SPECIAL TAXING DISTRICT (AMENDED 9/9/2004)**

G - 216

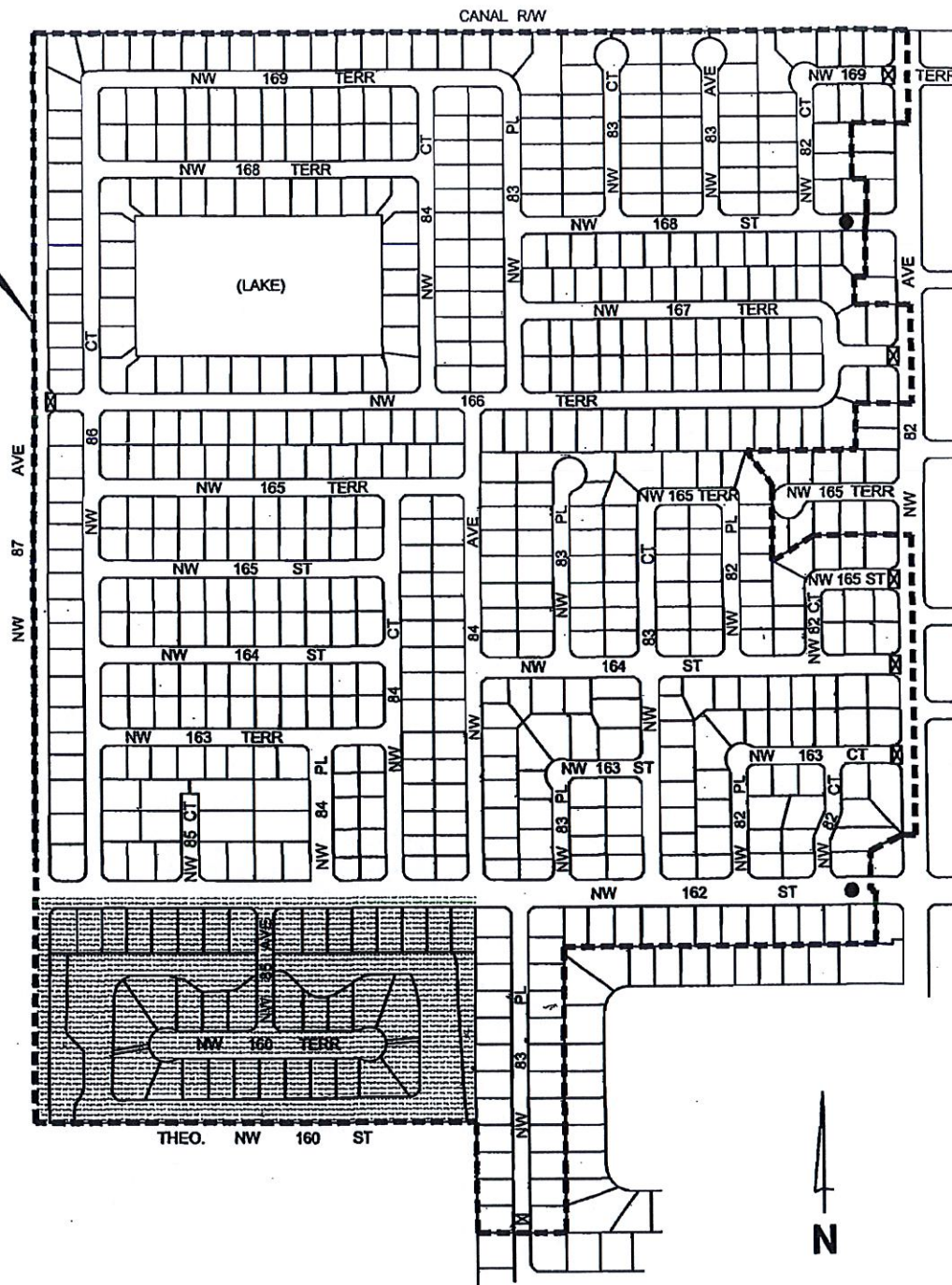
SECTION: 22 - 52 - 40

EXHIBIT "A"

SCALE: N.T.S

ROYAL OAKS EAST
SECURITY GUARD
SPECIAL TAXING DISTRICT

DISTRICT
BOUNDARIES



ROYAL OAKS SECTION 1

SECURITY GUARD SPECIAL TAXING DISTRICT

(EXPANSION)

EXPANSION AREA SHOWN SHADED

● GUARDHOUSE

⊠ BARRICADE

(REVISED 1-11-08)

EXHIBIT "A"

G-226 (COMM. 0013)
SECTION: 15 - 52 - 40

24

EXHIBIT C – CONTRACTOR’S PROPOSAL



SFM Security Services, Inc. Proposal for Town of Miami Lakes RFP No.: 2019-13 “Security Guard Services for Special Taxing Districts” Part A – Technical Component



Submitted to:
Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
305.364.6100
garcian@miamilakes-fl.gov

Submitted by:
Christian Infante, President
SFM Security Services, Inc.
9700 N.W. 79TH Avenue
Hialeah Gardens, FL 33016
305.525.9442
cinfante@sfmtservices.com

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Letter of Intent



Friday, March 29, 2019

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

Dear Ms. Garcia:

SFM Security Services, Inc. appreciates the opportunity to submit a proposal to the Town of Miami Lakes in response to RFP 2019-13 Security Guard Services for Special Taxing Districts. SFM's sister company "SFM Services, Inc." has been working for the Town of Miami Lakes since 2003. We are headquartered four (4) miles away from the Town of Miami Lakes. This means the Town will be guaranteed additional supervision and immediate response.

SFM Security has been providing unarmed security guard services in South Florida since 1992. We are a local minority owned company headquartered in Miami-Dade County. We have a current task force of 168 Licensed Officers. Our company is licensed, bonded, and insured in the State of Florida. SFM Security is a licensed Security Agency in the State of Florida; Class B Security Agency License No.: B-9900133.

Our team is pleased to provide a low-risk, cost effective solution to your security needs. SFM Security will provide a world-class security experience, combined with our proven team approach that guarantees positive results. We suggest a discussion after proposals are submitted so we can customize or make any changes to the operation plan you deem necessary. We look forward to working with the Town of Miami Lakes. If there are any questions regarding this proposal, please feel free to contact me directly at 305.525.9442 and via Email at cinfante@sfmtservices.com

Respectfully Submitted,

Christian Infante

Christian Infante
President



1- Company Declaration

Form CPD



Company Profile and Declaration

Solicitation Name: Security Guard Services for Special Taxing Districts

Solicitation Number: RFP 2019-13

Submitted By: SFM Security 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)

N/A

(Contact Name, if different from Officer)

9700 N.W. 79 Avenue

(Street Address)

Hialeah Gardens, FL 33016

(City/State/Zip Code)

cinfante@sfmtservices.com

(Email Address)

305.525.9442

(Phone Number)

Declaration

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

President of SFM Security 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; and that all information in this Company Profile and Declaration and other 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.

Form CPD



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, 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, terms and conditions, and any other requirements of the RFP Documents;
3. This 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 certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. 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;
8. 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 made by the Town as part of the evaluation process;
9. 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;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. 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;
12. 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,

Page 2 of 3

Form CPD

Form CPD



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;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami-Dade County, State of Florida on
2019.

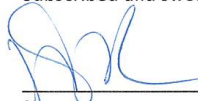


Signature

Christian Infante

Print Name

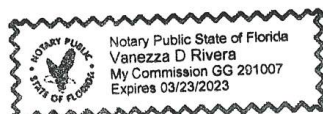
Subscribed and sworn to before me this 25 day of March, 2019.



Signature

Vanezza Rivera

Print Name



(Notary Seal/Stamp)

2- Qualifications of Proposer

Form CQQ



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

23+ years

- a. Professional Licenses/Certifications (include name and license #)* Issuance Date

FDACS B License No. 9900133 12/15/2017

Miami-Dade County LBT No. 3179959 08/29/2018

City of Hialeah Gardens Business Tax Receipt No. BL18505 08/27/2018

FSMSDC MBE No. FL002287 06/01/2018

(*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: _____

- a. FEIN/EIN Number: 65-0405101

- b. Dept. of Business Professional Regulation Category (DBPR): Slot Combo Business

- i. Date Licensed by DBPR: 06/08/2017

- ii. License Number: 11418240

- c. Date registered to conduct business in the State of Florida: 10/30/1992

- i. Date filed: 10/30/1992

- ii. Document Number: P92000001040

- d. Primary Office Location: 9700 N.W. 79 Avenue Hialeah Gardens, FL 33016

- e. What is your primary business? Unarmed Security Guard Services

(This answer should be specific)

Form CQQ



f. Name of Qualifier, license number, and relationship to company:

N/A

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
------	-------	----------------

Christian Infante, President 51%

Jose Infante, Founder 49%

b. Is any owner identified above an owner in another company? ☒ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

Christian Infante, 51% Jose Infante, 49%

SFM Services, Inc; SFM Janitorial Services, LLC; SFM Landscape Services, LLC; Gaming Facilities Services, LLC.

Form CQQ



- c. Identify all individuals authorized to sign for the company, indicating the level of their authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Christian Infante, President - ALL

Jose Infante, Founder - ALL

Explanation for Other: _____

4. Employee Information

- a. Total No. of Employees: 168
- b. Total No. of Managerial/Admin. Employees: 2
- c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

541: Security Guards: 166

702: Manager/Admin: 2

5. Employer Modification Rating: 1.07

6. Insurance & Bond Information:

- a. Insurance Carrier name & address:

USI Insurance Services, 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133;

Lockton Companies (Southeast Series), 3601 SW 160th Avenue, Ste 200 Miramar, FL 33027

- b. Insurance Contact Name, telephone, & e-mail:

Form CQQ



USI- Jose Sardinas 786.785.1158; Lockton- Mario Medina 305.804.9279

- c. Insurance Experience Modification Rating (EMR): 1.07
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: 77; \$877,786.46

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

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

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, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

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

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

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, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

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, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

Page 4 of 5

Form CQQ

Form CQQ



13. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

N/A

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: 
Signature of Authorized Officer

03/25/2019
Date

Christian Infante
Printed Name

Page 5 of 5

Form CQQ

3- Experience of Proposer

a. Organizational History & Structure

SFM Security Services, Inc., has a wealth of experience providing unarmed security services to numerous government entities, educational facilities, and residential properties throughout South Florida with a proven verifiable track record. Our clients include major government and



private institutions such as Florida National University, Saint Branden Elementary School, Miami Beach Housing Authority, Town of Medley, Leon Medical Centers, Miami International Airport/Allied Fuel Aviation, Grove Harbour Marina, & many more.

SFM Security also provides security to hospitals, clinics, government facilities, educational facilities marinas, condominiums, and more. These locations all have a high level of pedestrian traffic. SFM security officers are experienced with responding to inquiries from patients, visitors and client staff. Our Guards work closely with local law enforcement assisting with identified threats and issues. Enclosed you will find SFM Security Services provides a wide-range list of services including Access Control, Roving Patrol, Event Security, Concierge Security, Threat Assessments, and Active Shooter Trainings.

SFM Security has a Proven Track Record:

- Windermere Condo Safe Neighborhood District
- Miami Parking Authority (15 locations)
- Allied Aviation @ Miami International Airport
- Leon Medical Centers (9 Centers)
- Miami Beach Housing Authority
- Grove Harbour Marina
- Florida National University

Benefits of Hiring SFM Security:

- ✓ SFM's C.O.O. is a Former Director of Homeland Security
- ✓ "Active Shooter Training" available
- ✓ SFM understands the Town's security needs.
- ✓ 24/7 Local Command Station located 4 miles from the Town of Miami Lakes
- ✓ Over 200 officers in South Florida.
- ✓ SFM ownership is directly involved.
- ✓ Road captains/supervisors respond immediately
- ✓ Threat assessments will be performed at no cost to the Town

b. Principals, Owners, and Directors

Christian Infante, President/Owner
Office Phone (305) 818-2424 x.17
Email at cinfante@sfmtservices.com

Christian Infante, President is the primary contact for this RFP. He may be reached directly at (305) 525-9442.



Jose Infante, Agency Manager & Vice President/Owner
Office Phone (305) 818-2424 x.21
Email at jinfante@sfmtservices.com

Joe Pinon, Chief Operating Officer
Office Phone (305) 818-2424 x.31
Mobile: (786) 547-6704
Email: jpinon@sfmtservices.com

Alex Carulo, Director of Security
Office Phone (305) 818-2424 x.13
Mobile: (305) 747-6292
Email: acarulo@sfmtservices.com

c. State Licensure

Class "B" Security Agency license

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		
ADAM H. PUTNAM COMMISSIONER		
DIVISION OF LICENSING		
12/15/17 DATE ISSUED	12/23/20 DATE OF EXPIRATION	B 9900133 LICENSE NUMBER
SFM SECURITY SERVICES, INC. 9700 N.W. 79TH AVENUE HIALEAH, FL 33016		
INFANTE, JOSE M, PRESIDENT INFANTE, JOSE M, SECRETARY INFANTE, CHRISTIAN, OTHER		
THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.		
	 ADAM H. PUTNAM COMMISSIONER	

© 1995 GOES 2345

Occupational License

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

3042579

BUSINESS NAME/LOCATION

SFM SECURITY SERVICE INC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.

RENEWAL
3179959

LBT

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

SFM SECURITY SERVICE INC
C/O JOSE INFANTE PRES

SEC. TYPE OF BUSINESS

213 GUARD PATROL AGENCY
B9900133

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$225.00 08/29/2018
FPPU14-18-022674

Employee(s) 50

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 8a-276.

For more information, visit www.miamidade.gov/taxcollector

CITY OF HIALEAH GARDENS

10001 NW 87 Ave - Hialeah Gardens, Florida 33016

BUSINESS TAX RECEIPT

Business Name:

SFM SECURITY SERVICES INC
9700 NW 79 AVENUE
HIALEAH GARDENS, FL 33016

Business Type: SECURITY SERVICES (OFFICE)

Date: 08/27/2018

Issued to:

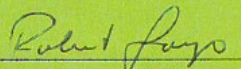
JOSE INFANTE
9798 NW 45 LANE
MIAMI, FL 33178

LICENSE NO.: BL18505

TOTAL FEES PAID: \$187.50

Delinquency Fee: A 10 percent delinquent fee will be imposed if not renewed by October 1 and an additional 5 percent fee is charged for each month thereafter with total fee not to exceed 25 percent.

Notes: SECURITY SERVICES-GENERAL OFFICE: NO OUTSIDE STORAGE OR DISPLAY, NO HAZARDOUS MATERIALS, NO MECHANICAL REPAIRS, NO PAINTING OF ANY KIND, ALL WORK SHALL BE DONE INSIDE BUILDING.


City License Official

LICENSE YEAR
2018 - 2019

LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

Minority Participation

SFM Security Services, Inc. is 100 % minority owned. Jose M. Infante, Founder and son Christian Infante, President and majority stockholder of SFM Security Services, Inc. are Hispanic.

SFM Security Services strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned and operated as well.

Minority Staff Personnel:

- Security Manager as Alex Carulo is a Hispanic, Male.
- Human Resource Manager Sandy Lopez is a, Hispanic Female.
- Quality Control Supervisor Eileen Dominguez & Marta Gonzalez are, Hispanic females.
- Security Officers - The majority of our security guards are minority

SFM Security is a registered minority firm with the Florida State Minority Supplier Development Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the NMSDC. (305.762.6151)

THIS CERTIFIES THAT			
SFM Security Services, Inc.			
* Nationally certified by the: FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL			
*NAICS Code(s): 561612			
* Description of their product/services as defined by the North American Industry Classification System (NAICS)			
06/01/2018		FL02287	
Issued Date		Certificate Number	
	 Louis Green		
06/01/2019			
Expiration Date		Beatrice Louissaint, President & CEO	
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org			
Certify, Develop, Connect, Advocate.			
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®			



Start Date: 1998 Completion Date: present

Officers are specifically trained in dealing with a geriatric population and customer service.

Form CR



Vendor Reference Form

Reference #2 (required)

Proposer's Name: SFM Security Services, Inc.

Reference's Name: Town of Medley

Address: 7777 NW 72nd Ave Medley, FL 33166

Name of Project: Security Guard Services

Contact Person (Name/Title): Victoria Martinez, Assistant Town Clerk

Contact Telephone #: 305.887.9451 Contact E-Mail Address: vmartinez@townofmedley.com

Location of Services: Town owned gated residential community

Initial Contract Value: \$_____ Final Contract Value: \$ >\$100K per year

Is the Contract still active?: ☒ Yes ☐ No Number of Change Orders: 0

Start Date: 2011 Completion Date: present

Brief description of the scope of work performed for this reference:

Daily access control and security services to the Town owned gated residential community.

Officers are specifically trained in customer service.

FOR OFFICIAL USE ONLY			
<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified

Form CR



Vendor Reference Form

Reference #3 (required)

Proposer's Name: SFM Security Services, Inc.

Reference's Name: Allied Aviation Fueling of Miami, Inc.

Address: 4450 N.W. 20th Street Miami, Florida 33126

Name of Project: Security Guard Services

Contact Person (Name/Title): Thomas E. Doherty, General Manager

Contact Telephone #: 305.869.3304 Contact E-Mail Address: thomas.doherty@alliedaviation.com

Location of Services: Miami International Airport

Initial Contract Value: \$ _____ Final Contract Value: \$ > \$300K per year

Is the Contract still active?: ☒ Yes ☐ No Number of Change Orders: 0

Start Date: 2013 Completion Date: present

Brief description of the scope of work performed for this reference:

Access Control and Security services 7 days per week at Miami International Airport.

Officers are specifically trained in customer service.

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified

Form CR



Vendor Reference Form

Reference #5 (optional)

Proposer's Name: SFM Security Services

Reference's Name: The Minorca Condominium Association, Inc.

Address: 2030 S. Douglas Road Coral Gables, FL 33134

Name of Project: Security Guard Services

Contact Person (Name/Title): Susana Shelton

Contact Telephone #: 305.476.1780 Contact E-Mail Address: minorcamanager@bellsouth.net

Location of Services: 2030 S. Douglas Road Coral Gables, FL. 33134

Initial Contract Value: \$ _____ Final Contract Value: \$ >\$100K per year

Is the Contract still active?: ☒ Yes ☐ No Number of Change Orders: 0

Start Date: 2012 Completion Date: present

Brief description of the scope of work performed for this reference:

Front desk concierge and perimeter checks throughout the residential high rise.

Officers are specifically trained in customer service.

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified

Form CR

e. Florida Division of Corporations

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P92000001040

Entity Name: SFM SECURITY SERVICES, INC.

Current Principal Place of Business:

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Current Mailing Address:

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016 US

FEI Number: 65-0405101

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TRIAI, CALOS AESQUIRE
2301 NW 87 AVENUE
SUITE 501
DORAL, FL 33172 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title V
Name INFANTE, JOSE M
Address 9700 NW 79 AVE.
City-State-Zip: HIALEAH GARDENS FL 33016

Title P
Name INFANTE, CHRISTIAN H
Address 9700 NW 79TH AVE.
City-State-Zip: HIALEAH GARDENS FL 33016

Detail by Entity Name

Florida Profit Corporation

SFM SECURITY SERVICES, INC.

Filing Information

Document Number	P92000001040
FEI/EIN Number	65-0405101
Date Filed	10/30/1992
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/01/2016
Event Effective Date	NONE

Principal Address

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Changed: 02/21/2003

Mailing Address

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Changed: 02/21/2003

Registered Agent Name & Address

TRIAY, CALOS AESQUIRE
2301 NW 87 AVENUE
SUITE 501
DORAL, FL 33172

Name Changed: 09/19/1996

Address Changed: 03/17/2009

Officer/Director Detail

Name & Address

Title V

INFANTE, JOSE M
9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Title P

INFANTE, CHRISTIAN H
9700 NW 79TH AVE.
HIALEAH GARDENS, FL 33016

4- Experience and Qualifications of Key Personnel

a. Key Personnel

Officers of the Company



Jose Infante, Agency Manager & Founder

Email: jinfante@sfmtservices.com

Mr. Infante is the licensed Agency Manager, Founder and Vice President of SFM Security, Inc. He holds over forty (40) years of experience in management and corporate security. Mr. Infante is qualified and experienced in all aspects of corporate security services and currently oversees the finances for the firm. He holds a class B license on behalf of SFM Security Services, Inc., MB license, class D security license. Mr. Infante is a Miami Dade College Alumni and has earned a portfolio of industry related certifications such as CPR, MOT and many more.



Christian Infante, President

Email: cinfante@sfmtservices.com

Mr. Infante, President of SFM Security has over twenty (20) years of experience in related management and corporate security services. Mr. Infante is directly involved in all contract negotiations and business development as well as all phases of SFM Security Service's projects. He is also in charge of all emergency/ disaster recovery operations. He holds a bachelor's degree in Business Administration from Florida International University (FIU), he is trained Homeland Security and trained in terrorism trends. Mr. Infante is a member of ASIS formally known as "American Society for Industrial Security". He holds a class B license on behalf of SFM Security Services, Inc., a class D security license and has earned a portfolio of industry related certifications such as CPR, Best Management Practices, and MOT.



Joe Pinon, Chief Operating Officer

Email: jpinon@sfmtservices.com

Mr. Pinon is a former director of Homeland Security for Miami Dade County and has (30) years of experience in Public Safety, Police, and Fire. He oversaw all security operations, which included Miami International Airport, smaller airports, and the Port of Miami.

Mr. Pinon has senior management experience in the public and private sector as an Assistant City Manager. As Assistant City Manager/Public Safety Director, he oversaw the Police, Fire, Emergency Management, Property Management, and Public Works Departments in both, the City of Miami Beach and the City of Miami.

Key Personnel



Alexander M. Carulo, Director of Security

Email: acarulo@sfmtservices.com

Mr. Carulo joined the SFM team in May of 2018 and is responsible for overseeing Security Operations. Alex has over 23 years of Law Enforcement experience including United States Marine Corps, State of Florida Department of Corrections and Miami Beach Police Department. Alex possesses strong management, leadership and organizational skills. With over 10 years on the Special Weapons and Tactics (SWAT) team Alex holds various certifications including: Emergency Management (FEMA); Incident Command System (ICS 100, 200, 300, 400, 700, 800) and Weapons of Mass Destruction (WMD) Tactical Commander from the Department of Homeland Security.



Pedro Reus, Security Account Manager

Email: preus@sfmtservices.com

Mr. Reus has been a member of the SFM Security team for over 1 year. He has a wealth of experience in the security industry. Currently, he serves as Security Project Manager and oversees day to day operations in SFM Security. Mr. Reus has also received numerous training in Anti-terrorism and Crowd control for special events. He serves as a key contact between clients and operations.



Marc Hurwitz, Consultant & Investigator

Email: mhurwitz@sfmtservices.com

Mr. Marc Hurwitz has served in the security and intelligence fields for over 15 years. From 1997, Mr. Hurwitz served as an aide to the Deputy National Security Advisor in The White House for three years. For the next eight years, Mr. Hurwitz served in various capacities for our nation's Intelligence Community, in the U.S. Department of State and the Central Intelligence Agency. During this time, Mr. Hurwitz received numerous awards for his part in the Global War on Terror, to include exemplary service in a war zone. Mr. Hurwitz holds a TS/SSBI Top Secret clearance, held by the U.S. Office of Personnel Management, for which he conducts security clearance investigations for in the South Florida area.



Diego Mella, Consultant & Investigator

Mr. Mella is a highly responsible executive leader, with 41 years of knowledge and experience in law enforcement and security in local communities and in national and international venues. Mr. Mella works very effectively with SFM Security to accomplish strategic goals and objectives. He is a leader in many fields such as Community Policing, Emergency Management Response Training, Executive Mentoring, Intelligence, and Emerging Police Tactics and Investigations.



Lazaro Diaz, Corporate Controller

Email: ldiaz@sfmtservices.com

Mr. Diaz is a licensed Certified Public Accountant with 14 years of business and accounting experience. He began his career with Deloitte & Touche, LLP, a global professional services firm, where he served as the practice manager for the health and life sciences industry group. Mr. Diaz is directly responsible for all accounting and finance functions inclusive of revenue cycle management, cost accounting, treasury, and financial reporting.



Sandy Lopez, Director of Human Resources

Email: slopez@sfmtservices.com

Ms. Lopez oversees all aspects concerning Human Resources. Employees with any work-related issues or accident reports meet with Sandy routinely. Some of her duties include: Employee Drug Testing, Employee Criminal Background Checks, Social Security Verification, Payroll Compliance, led the implementation of Universal Health Care Coverage Law.



Alirio Alcala, Fleet Manager

Email: alcala@sfmtservices.com

Mr. Alcala plans, directs, and coordinates the operation of SFM's patrol car fleet and equipment. He also oversees the preventative maintenance program for equipment, vehicles, and golf carts.

b. Licenses

ASIS Membership

American Society for Industrial Security



Certificate of Membership

This Certificate welcomes

Jose M. Infante

*As a Member in this Society, pledged to maintain inviolate
the Integrity and Trust of the Security Profession.*

January 1998

Alfred A. Scari
PRESIDENT

Bruce S. Pien
SECRETARY



Name: **Christian Infante**
Chapter: **Fort Lauderdale**
Member No: **18696674**
Expires: **12/31/2018**

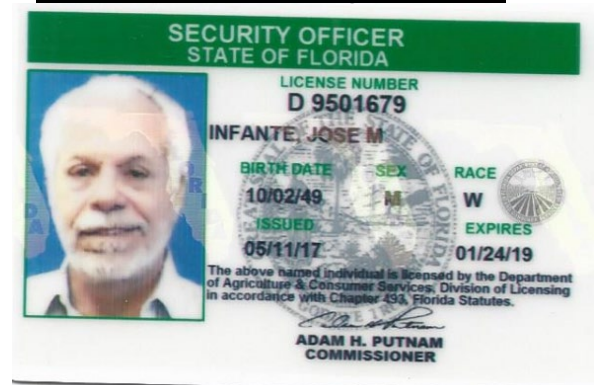
Peter J. O'Neil
Peter J. O'Neil, CAE
Chief Executive Officer

Class "D" Security license

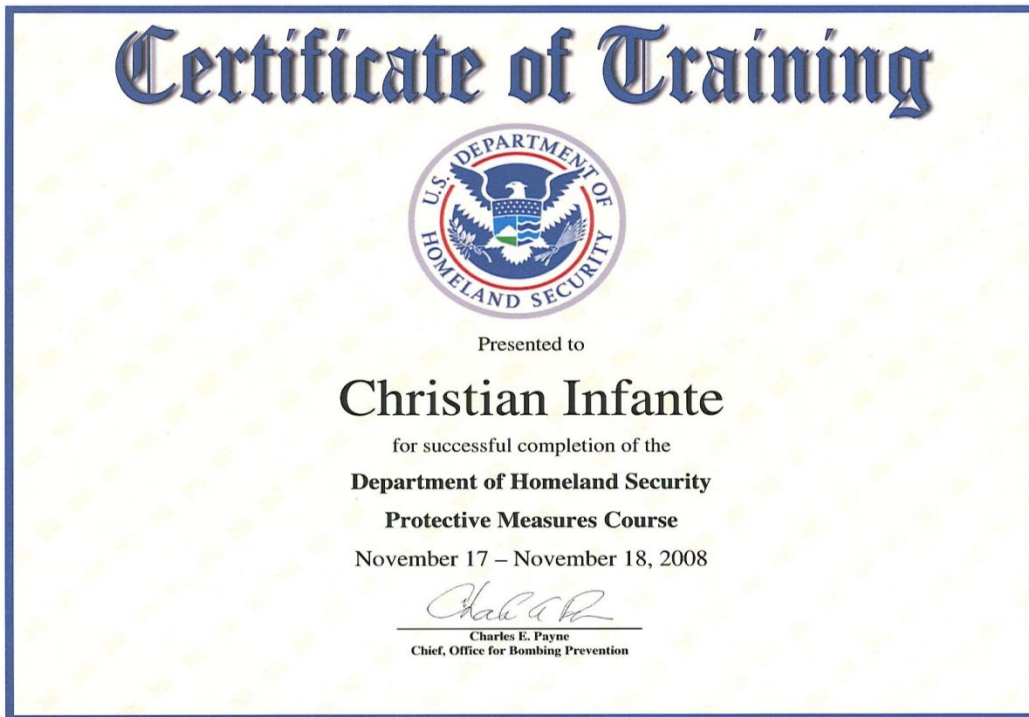
Agency Manager License



Class "D" Security license



Homeland Security



Maintenance of Traffic



c. Resumes

Alex Carulo
Director of Security
acarulo@sfmtservices.com

Education

2015 Bachelor of Arts in Public Administration
Florida International University, Miami, FL

2010 Associate of Arts in Criminal Justice
Broward College, Pembroke Pines, FL

Experience

SFM Services – Hialeah Gardens, FL
Director of Security, 2018 to Current

AKIMA – Miami, FL
Security Aviation Officer, 2017 to 2018

Feick Security – Miami, FL
Site Manager, 2016 to 2017

Miami Beach Police Department – Miami Beach, FL
Criminal Investigation Unit Captain, 2013 to 2015; **Patrol Captain**, 2013; **Police Lieutenant**, 2007 to 2013; **Criminal Investigation Lieutenant**, 2009-2011; **Training Lieutenant**, 2011-2013; **Sergeant**, 2003 to 2007; **SWAT Team Leader**, 2003 to 2007; **Academy Training Advisor**, 2006; **Bicycle Unit Sergeant**, 2003 to 2005; **Motorcycle Squad Sergeant**, 2005 to 2007

Additional Skills

Sergeant, 2003 to 2007; SWAT Team Leader
Sergeant, 2003 to 2007; Academy Training
Advisor, 2006; Bicycle Unit Sergeant, 2003 to
2005; Motorcycle Squad Sergeant, 2005 to 2007

Incident Command Systems (ICS) 100 thru 800 Certification

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

Experience

1998 to Present	SFM Security Services, Inc. Oversee all aspects of security operations Implemented security assessment recommendations New account start ups Directly involved in all phases of disaster recovery projects Maintain business relations with clients Sales and Marketing Contract negotiations and business development
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Additional Skills

Trained in Homeland Security
Trained in terrorism trends
Certified Arborist with ISA
Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, PowerPoint, ACT
Effective Management, Communication, and Leadership
skills, C.P.R. Certified

**Volunteer
Activities**

Board of Directors of Jose Peres ALS Recovery Golf Classic
Trustee Member, Greater Miami Chamber of Commerce
Member of Business Network International
Board of Directors for Miami House for the Blind

Joe Pinon
Chief Operating Officer
jpinon@sfmtservices.com

Education

1975	Herbert H. Lehman College B.A. Biology
1990	University of Miami Public Administration
1994	Florida International University Executive Management Program

Experience

2012 to present	SFM Services, Inc.
2007 to 2012	Inquest Security Intelligence
2003 to 2004	Miami River Port Committee
2003	Director of Homeland Security for Miami-Dade County
1992 to 1998	Assistant City Manager for Miami Beach
1977 to 1990	Police Officer for City of Miami Beach

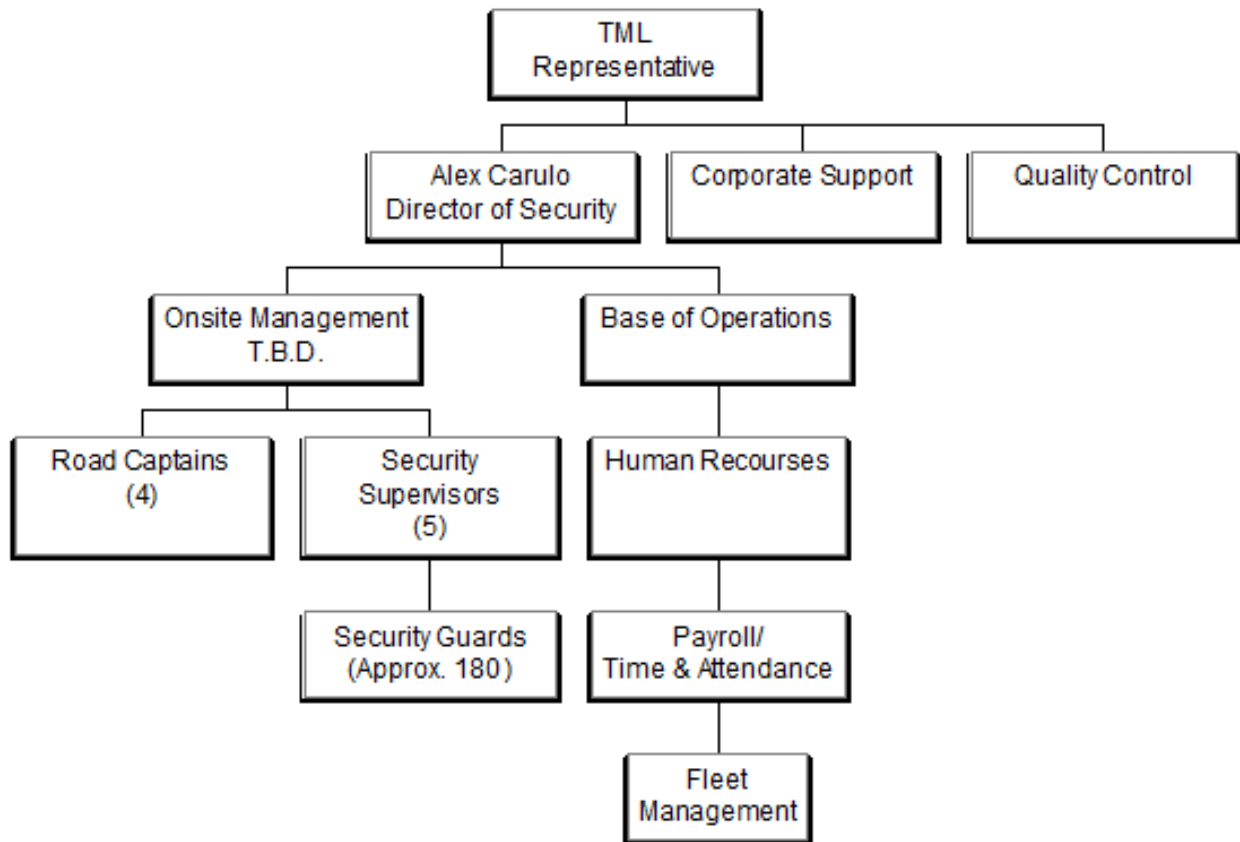
Training

Certified instructor in Biohazardous Pathogens & Terminal Cleaning
Crisis Management Training- FBI Academy
Maritime Security Instructor
Certified Instructor State of Florida
Homicide Investigation
Intelligence Gathering
Special Weapons & Tactics, Explosives & Ordinance Detection

5- Service Approach

a. Staffing Plan

Proposed Organizational Chart



b. Technical Operating Plan

SFM Security Services will adhere to the standard operating procedures for special taxing districts. This plan will become part of our transition plan and all trainings.

Security Guard Conduct

1. Security guards must remember that their performance, appearance, and general conduct are a reflection of the Town of Miami Lakes, and should therefore, conduct themselves and their appearance accordingly.



2. Security guards must remain courteous in all interactions with residents or visitors.

Reporting, Punctuality, and Duties

1. Security guards must ensure the guard gate is in good operating condition and the phone in the guard house is working at the start of each shift. Issues with either the guard gate or the phone should be reported immediately to the site supervisor and the Town.

2. Security guards must maintain the visitor log ready with the proper date listed and in the format provided by the Town. Visitor logs are to include the date, time, license plate number, and all pertinent information for each vehicle that enters the special taxing district as a visitor through the guard gate. The Town may request the visitor log for inspection at any time.

3. Security guards are to remain attentive at all times to monitor the entry and exit of all vehicles through the guard gate. Monitor the entry and exit of all cars.

4. The guardhouse must be staffed with at least one security guard at all times. Guards must be on-time and ready to assume their duties for their respective shifts.

5. If a guard observes any suspicious activity, it must be reported immediately to the site supervisor, Town, and police as applicable.

6. Guards are to have their badge on their person at all times during their shift. Guards without their badge will be deemed not ready to assume their duties for purposes of these procedures. If a guard encounters a person or other reported guard without their badge, the encounter should be immediately reported to the site supervisor and the Town. Arrangements may be made for a replacement guard should the site supervisor or the Town deem it appropriate.

Admission and Exit from Guard Gates

1. Guards must monitor each vehicle that enters the special taxing district through the guard gate.

2. Guards must write the license plate number and all pertinent information for each vehicle that enters as a visitor into the visitor log and open the gate for them.
3. Guards must manually operate the gate at all hours and may not leave the gate arm open for unrestricted entry or exit.
4. If a resident claims that he/she has lost their car sticker, guards should allow the vehicle to enter, but take down the information as though the resident were a visitor. Guards should then direct the resident to contact the Town of Miami Lakes for a replacement sticker.

Shift Change

1. Guards must remain at their post and perform their duties until the next scheduled guard, or replacement, arrives. Incoming guards should provide their expected time of arrival to the guard on-duty within fifteen (15) minutes prior to shift change.
2. The guardhouse must never be left unattended. In case of a personal emergency, guards must contact the site supervisor, who will in turn notify the Town, to arrange a replacement guard.

Emergency

1. Guards that identify suspicious activity must immediately report the activity to the Police Department. Guards are to observe and report and should not engage suspicious individuals.
2. In case of Emergency, guards should call 911.

Contact Information

1. The Town of Miami Lakes:
 - a. Main – 305-364-6100 x 1134
2. The Police Department:
 - a. Sergeant Cell Phone - 305-525-6678
 - b. Non-emergencies – 305-4POLICE (305-476-5423)
 - c. Emergencies – 911
3. Site supervisor:
 - a. Contractor - TBD
 - i. Office – TBD
 - ii. Cell – TBD

Contract-Level and Task Order Management

SFM Security analyzed the RFP and created a management approach and a team of officers with specific subject matter expertise and management skills to collaboratively accomplish the Scope of Work (SOW) in an efficient manner. We identified the Team's key leaders and elected the management systems and tools required to achieve maximum performance.

Our resultant Task Order Management Plan and Associated Management Plan delineates our approach for:

1. Delivering and continuously improving an effective security force
2. Applying effective security initiatives and procedures to meet desired needs
3. Expeditiously responding to immediate and critical requirements, and
4. Providing a capability and capacity for additional services should they be required under the same contract agreement.

Along with the tasks/deliverables listed in the RFP, SFM has an extensive list of deliverables and added value for the life of this contract. Below are just a few highpoints for your consideration:

- SFM will Provide Quality Control and Performance Inspections on a regular basis provided by Field Captains/Supervisors to ensure compliance with our high standards of security protocols.
- SFM will Provide consulting services to our clients to determine special needs for additional technological, investigative, and/or management & security training needs.
- SFM will Provide the latest technology in surveillance equipment and detections methods to enhance our capabilities as a highly effective and prominent security service organization.
- SFM will conduct safety training to all employees prior to beginning their assignment.
- "Active Shooter" Training provided for TML staff.
- Web based incident reporting and tracking.
- SFM will perform a detailed threat assessment for each district at no cost to TML.
- Web-based tracking system will be installed in every location.
- GPS tracking in all patrol vehicles.
- Work closely with local Police Departments.
- Web-Based License Plate Reader (available)

Service Levels

Our first measure utilized in order to evaluate an employee's performance is the first line supervisor who interacts with the employee on a daily basis and is familiar with his/her job responsibilities. Supervisors conduct daily visits with the employee. Supervisors must complete an Employee Evaluation form twice a year which allows us to provide positive feedback as well as identifying areas for improvement. An employee can discuss and even create a developmental (training) plan with the supervisor so he/she can improve his/her skills.

Second, we utilized a web base program (SilverTrac) which allows us to pull detailed summary reports demonstrating everything our personnel did to contribute value, from handling routine tasks to critical incidents. This software affords us the ability to;

1. Establish client expectations.

For a patrol to be effective, it's necessary for all client expectations to be communicated clearly all the way down the chain. The manager, supervisor, and officers all have to know what the client expects to happen each time an officer arrives on site. Some clients might just be looking for officers to be visible so they can act as a deterrent. In other situations, the officer might need to arrive at a specific time to lock up a building or inspect some equipment. Understanding the details of each stop on the patrol will make it easier to build an efficient route that gives officers enough time to accomplish all of their duties at each property.

2. Plan and optimize the route.

Patrol priorities can be determined to include which stops on the route are time-sensitive and which are more flexible, time limits can be adjusted to the client's expectations.

SFM Security will conduct an assessment of the property in order to identify areas of vulnerability. The objective of the assessment would be to identify deficiencies with the points of entries, exits and general layout which could impact the overall security and safety of students, staff and visitors. The goal will be to develop recommendations for improvements that would inform decisions on resource allocation in an attempt to reduce those risks and enhance organizational resilience through countermeasures and mitigation strategies.

We understand that we cannot guarantee that the Town's property or the surrounding areas will be crime free. Rather we can minimize the potential for incidents by providing a "roadmap" for enhancing the effectiveness of security resources. However, we believe that physical security is only one component of the Town's total security system.

Additional components of an overall security strategy must include the application of existing policies, procedures and processes, the selection recruitment and retention of security staff, proper staff supervision, training and participation, communication and collaboration with the administration and other stakeholder to include law enforcement.

All areas which fall under the purview of security will be analyzed and reviewed prior to any changes, with the sole purpose of providing a safe and secure environment for all of those residing and visiting the Town's Special Taxing Districts. Our goal will be to minimize cost when and where all possible without compromising the safety and security of the Town.

SilverTrac Security Technology and Officer Tracking

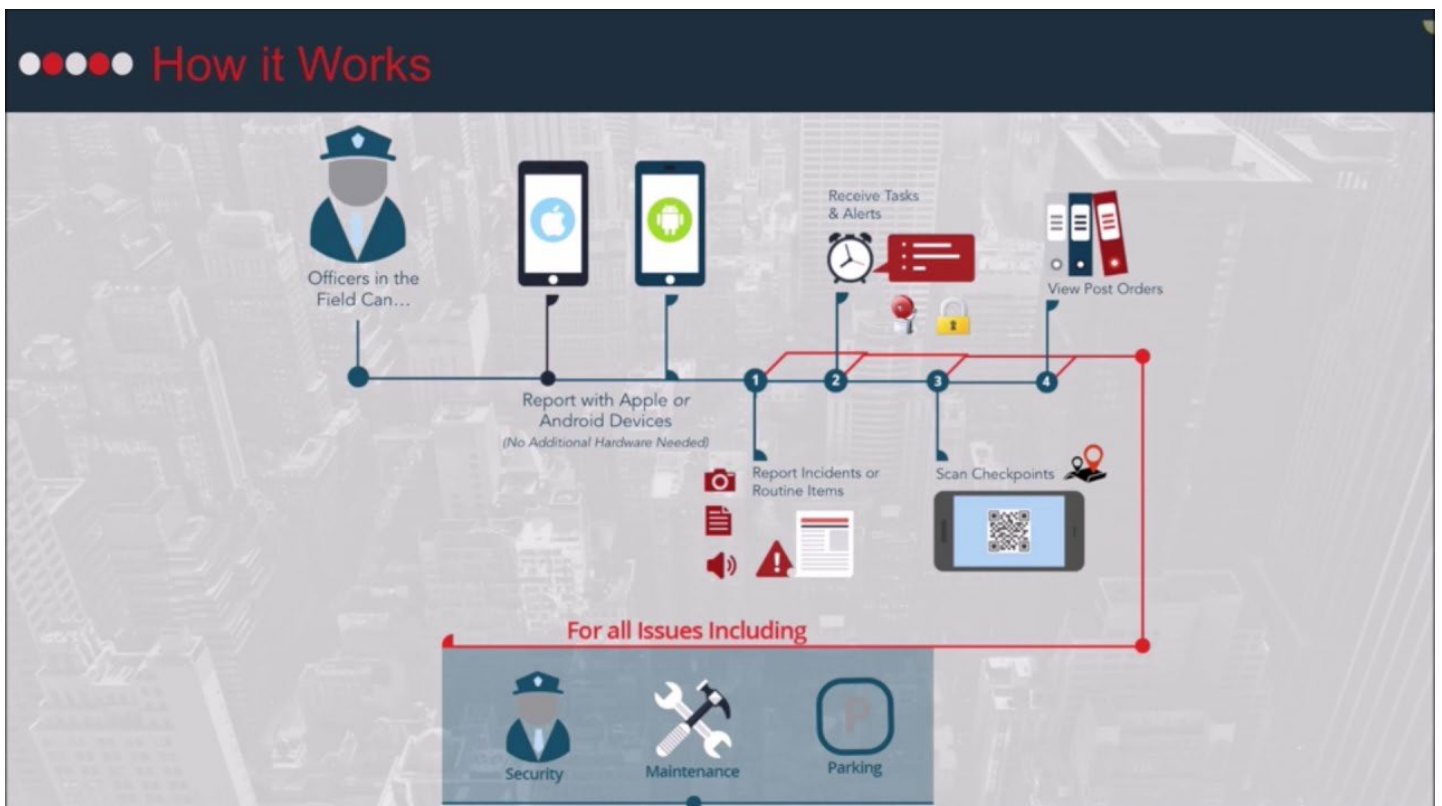
SFM Security Officers utilize SilverTrac Software which is a web-based application that includes real-time incident reporting which allows officers to receive and respond to security issues, tasks and events in real-time by using a smart phone or tablet.

SFM Security Officers in the field report incidents, receive tasks and alerts, and scan checkpoints all from their mobile devices.

SFM Security Officers scan QR codes which automatically populate all of the applicable reports and provide the added assurance of accountability. In addition, we have the capability to add specific instructions for each QR code, which would provide the security officer with detailed instructions for that location.



All reported issues are time-stamped and assigned an issue ID number. The smart phones and tablets allow SFM Security Officers to create time-stamped photographs and record audio files that are automatically attached to the reported issue in real-time.



SilverTrac Software provides us with detailed reports including:

- Daily Activity Reports
- Incident Reports
- Summary Report

Along with trending information which would allow us to anticipate, prevent and respond more effectively to future events.

Below is a sample report.



Security Report

SFM Security Services Inc

#272030594

Issue Type	Issue Timeline
Information	Created Fri 01/25/19 02:47 AM AZAMORA300
Status	Assigned To Fri 01/25/19 02:47 AM AZAMORA300
Closed	Acknowledged Fri 01/25/19 02:47 AM AZAMORA300
Property	Arrived At Fri 01/25/19 02:47 AM AZAMORA300
SFM SUPERVISOR LOG	Closed Fri 01/25/19 03:30 AM AZAMORA300
Miami, FL	
Location	
St Brendan Elementar...	
Reported By	

Notes

Fri 1/25/2019 3:29 AM - AZAMORA300

At 22:19 Officer Angel Perez called me from St. Brendan Elementary located at 8755 SW 32 St. (Post 5) and advised me that a company by the name of Event Party were dropping off a ladder in the playground. I did not receive an e-mail from our SFM office informing me of any scheduled events.

At 22:21 a courtesy call was placed to Sup-Jorge to see if an e-mail was sent to him regarding this matter, he informed me that he had not been notified or received an email from the staff at St. Brendan.

At 22:22 a courtesy call was place to Father Miguel Sepulveda to inquire if he was aware of any scheduled events where a company was required to drop off equipment at the school. He informed me that there were no scheduled events and that no equipment is to be dropped off.

At 22:23 a call was placed to Officer Angel, he was instructed to inform the individuals from Event Party that they are not authorized to drop off any equipment and must exit the property.

At 22:41 as Officer Angel was conducting his tours, he observed a gentlemen opening the gate by the playground. Officer Angel approached the gentlemen and was asked to identify himself by producing an ID. The gentleman was identified as (Miguel R Vina Perez Florida license # V516-556-62-332-0).

No other incidents to report during officer's tour of duty.
(Revised)

Mon 1/28/2019 8:41 AM - BOPERATION

Email To: securitybase@sfmtservices.com
Email From: sfmtsupervisors@gmail.com
Email Subject: SFM SUPERVISOR LOG - (S) Information
Email Body:
Attaching Issue with Email

Additional Details

Assigned By AZAMORA300

Reported Address

Reported Unit

Problem Address

Problem Unit

Patrol Vehicle Tracking



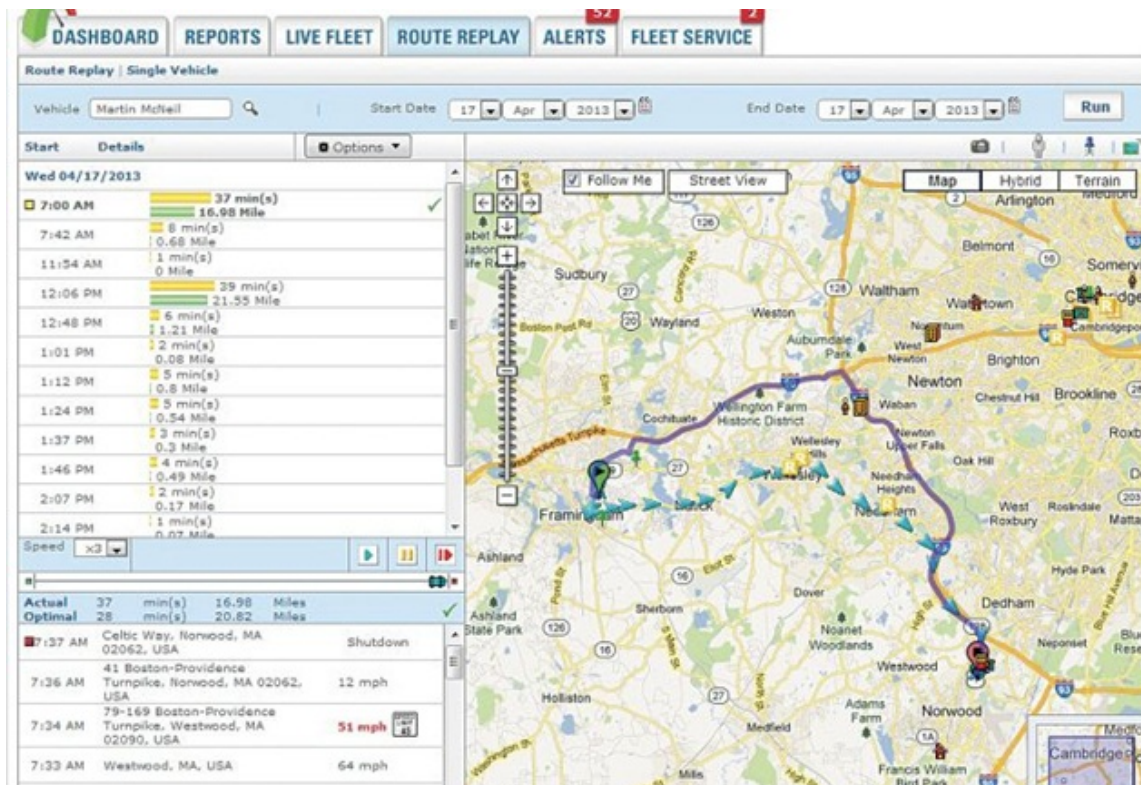
Advances in GPS in smaller proximity now allow for a live screen shot of resource location for efficient dispatch.

All SFM Security patrol vehicles are equipped with “Fleetmatics” GPS tracking system. This allows management and the command center to:

- Dispatch an SFM captain closest to the client incident
- Keep a digital history of how many times a captain /security officer has visited a post
- Keep a digital history of the time spent at each location
- Provides real time location
- Monitor safe speeds
- Correct unsafe habits
-

“Fleetmatics” to reinforce proper driving habits. “Fleetmatics” generates several alerts which are then populated into a report for the following:

- Idling
- Harsh Braking
- Harsh Driving
- Speeding



"Sample" of GPS alerts

HARSH DRIVING ALERT: Harsh Driving Security

Ronald Allen had a moderate hard braking event at 02/15/2019 9:22 AM (UTC-05:00) Eastern Time (US & Canada)

ALERT DETAILS

Location:

385 W 44th St, Hialeah, FL
33012, USA

[View on Google Maps](#)

Alert Time:

02/15/2019 9:22 AM (UTC-05:00)
Eastern Time (US & Canada)

Alert Value:

moderate hard braking event

DRIVER DETAILS

Driver Name:

Ronald Allen #SEC Ronald Allen

Vehicle Name:

SEC 256 #002560

Driver Email:

Driver Phone:

Alert Policy Owner: Alirio Alcala(aalcala@sfmtservices.com)

Alert Type: [HARSH DRIVING ALERT](#)

Alert Threshold: all

Quality Assurance Plan

SFM Security's Quality Assurance Plan is a key ingredient to its success. It ensures that all contract requirements are met post orders are being followed. SFM Security constantly strives to improve its service by:

- Supervisors perform unannounced inspections
- Management meets with client periodically
- Quarterly surveys sent to client



Inspection System

Security Officer Supervisors will inspect each shift. Inspections will consist of the following checklist:

- PPE (Personal Protective Equipment)
- Screening Equipment Calibration
- Evaluation of Officers (Knowledge of post, alertness, etc.)
- Post Cleanliness
- Review of Log Reports
- Review of Incident Reports if any

Remediating Performance Deficiencies

The form SFM Security handles performance deficiencies are based on the severity of the deficiency. For example, abandoning post is automatic grounds for termination.

The following are procedures to ensure “Quality Assurance”:

- SFM Security shall hire employees specifically for the post assignments pertaining to the job description. Only trained and highly efficient personnel with proven backgrounds and experience shall be assigned to any post
- SFM Security assures the contractor that no substitutions will take place in violation of the above stipulation
- All personnel receive training from highly respected training organizations and/or highly qualified internal security training staff
- Personnel are trained in accordance with established post requirements
- Personnel are evaluated periodically to ensure their efficacy and post assignments

- SFM Security adheres to a strict policy of zero tolerance for drugs, alcohol and smoking in the workplace
- SFM Security provides each employee with an Employee Handbook that outlines procedures for handling and responding to complaints from the public, vendors, and other personnel
- SFM Security adheres to a non-discrimination policy in accordance with Miami Dade County regulations and ordinances
- SFM Security employs a zero tolerance for the use of unauthorized force or the use of any weapon while on duty, unless duly authorized
- SFM Security has a very open and professional personal development process in order to keep the most highly motivated employees in a high level of readiness and increased leadership potential
- Supervisors are trained in post requirements
- Supervisors have experience in supervision
- Supervisors conduct frequent unannounced inspections in order to maintain a high level of awareness
- Quality Assurance personnel also conduct inspections and report findings to superiors
- Security personnel are required to be tested periodically for drugs in accordance with the company's "Drug-Free Workplace Program".
- Security personnel undergo rigorous background checks to include fingerprinting, verification of past employment, verification of references, individual interviews, etc.
- Personnel are selected for key positions in the maritime field for their sharpness, motivation, and leadership qualities

c. Transition Plan

Client Name: Town of Miami Lakes

Start Date: T.B.D.

Transition Lead: Alex Carulo

Purpose:

In order to achieve a seamless transition, SFM implements a Transition Plan customized to The Town's Task/ Deliverables, District needs. The purpose of this process is to ensure a seamless integration of SFM Services when replacing an existing service provider or in-house program. This plan supplies SFM operators with a step-by-step guide for transitioning.

Goals:

1. Deliver seamless transition that provides step-by-step instruction for SFM operations and assures the client of a problem free conversation from current or in-house provider to SFM.
2. Identify key resources for transition tasks.
3. Transition plan creates accountability for transition team members by reporting the completion of tasks to the client.
4. Create a base of communication between SFM and client.
5. On time job start and successful service implementation.

Locations:

Item	STD Name	# of Guardhouses	Address
1	Miami Lakes Section 1	1	8281 Balgowan Road, Miami Lakes, FL 33014
2	Miami Lakes Loch Lomond	1	15711 Turnberry Drive, Miami Lakes, FL 33014
3	Royal Oaks Section 1	2	8206 NW 162 nd Street & 8211 NW 168 th Street, Miami Lakes, FL 33014
4	Royal Oaks East	2	16111 NW 79 th Avenue & 8111 NW 167 th Terrace, Miami Lakes, FL 33014

I. Mobilize SFM Transition Task Force

Identify your transition team members and roles:

Alex Carulo (Transition Lead), Operations Manager

Transitions Responsibilities: Hiring Process, supply orders, & site orientation.

Phone: 305.747.6292 Email: ACarulo@sfmtservices.com

Joe Pinon (Transition 2nd Lead), C.O.O.

Transitions Responsibilities: Offsite training, employee safety & training, program implementation.

Phone: 786.547.6704 Email: JPinon@sfmtservices.com

Christian Infante, President

Transitions Responsibilities: Contract negotiations, expectations meeting, customer satisfaction.

Phone: 305.525.9442 Email: CInfante@sfmtservices.com

Sandy Lopez, Human Resources

Transitions Responsibilities: Employee background checks, drug testing & employee safety.

Ph: 305.818.2424 ext. 14 Email: SLopez@sfmtservices.com

II. Expectations Meeting

The Process:

As standard transition protocol, SFM will set up an expectation meeting between SFM Operations and Town's designees to establish all parties' goals and expectations for the first 90-days of services. The purpose of this meeting is to:

- Define communication channels (Who do I call for.....?)
- Establish invoicing structure
- Identify individual roles and responsibilities
- Identify specific needs and requirements
- Identify uniform requirements
- Establish standardized inspection report
- Cultural integration

III. Employee Screening & Hiring

The Process:

Step 1: Utilize network of SFM's 750 employees in local market. Place advertisements in local paper if necessary.

Step 2: Identify project supervisor candidates and perform 2 Panel Interview Process.

- Alex Carulo
- Joe Pinon
- Christian Infante

Step 3: Hire supervision

Step 4: Employee application review and job orientation

Step 5: Criminal background check and Drug screening

Step 6: Make offer of employment to all new hires and I-9 verification

IV. Order Equipment & Supplies

Resources:

- Smart phones & Officer Reporting Software
- Uniform vendors

The Process:

Step 1: Submit order for capital equipment

Step 2: Submit misc. supply orders

SFM Provided Materials/Equipment

- Uniforms
- Safety equipment
- Flash lights
- Rain gear
- First Aid Kits
- Digital cameras for documenting
- Cell phones
- Forms

V. Employee Training

The Process:

Step 1: Joe Pinon, C.O.O. Provide the following training task to hourly personnel:

- Threat definition, identification, & assessment techniques
- Terrorism trends
- Access control & Perimeter security

- Emergency response procedures
- Proper communication & documentation techniques

Step 2: Sandy Lopez, Human Resources. Provide the following training task:

- Sexual harassment training
- Termination considerations (SFM captains only)
- New hire orientation for captains & project management

Step 3: Alex Carulo, Contract Manager. Provide the following training tasks:

- Site orientation
- Detecting suspicious persons & packages
- Familiarize with local directions
- Security checklists

VI. Invoicing

The Resources:

Grace Pina, Accounts Receivable & Billing Coordinator

Ph: 305.818.2424 ext. 33 Email: arsecurity@sfmtservices.com

The Process:

Step 1: Set up executed contract and set up billing. Communicate invoicing format needs established at expectations meeting.

VII. On Site Orientation

The Process:

Step 1: Detail tour of buildings & garages

Step 2: Manager – Create zone maps for Tracking System check points

Step 3: Identify emergency exits

Step 4: Issue proper identification and access for supervisory team personnel

VIII. Set Up Web-based Security Management Scanning System



IX. Service Start Up

Step 1: Roll out on T.B.D.

Step 2: Identify specific start up day tasks

Alex Carulo, Manager

- Project management support
- Ensure proper staffing levels
- Supervise assigned locations

Contract Manager

- Supervise Officers

X. Follow Up Meetings

The Process:

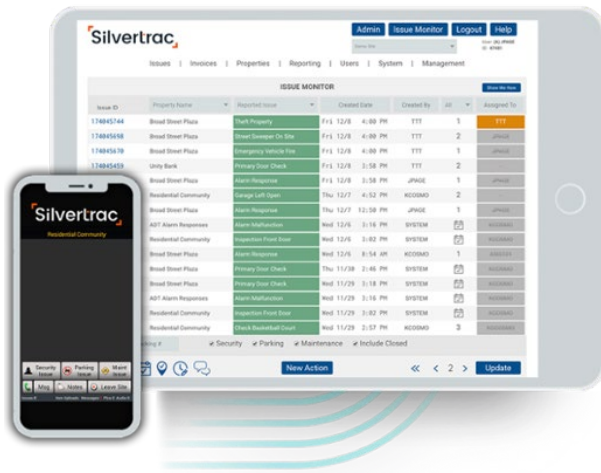
Step 1: Review the client's satisfaction with the transition process

Step 2: Identify areas of improvement

Step 3: Make necessary staffing adjustments

Step 4: Coordinate Kick-Off date

Equipment List



iPad for:

- ✓ Documentation
- ✓ Photograph hazardous conditions
- ✓ Assist visitors with directions
- ✓ Log In Vehicles



Smart Phones

- ✓ Used by Officers
- ✓ Provides documentation
- ✓ Used to track officer tours
- ✓ Web-based software
- ✓ Instant communication with client
- ✓ Communication between Officers, Field Supervisors and TML



Bike, & Vehicle Patrol

- ✓ Can be used for roving Officers
- ✓ Cover more territory in shorter time.



Miscellaneous Equipment:

- ✓ First aid kits, flashlights, rain coats, etc.
- ✓ POV Cameras (available)
- ✓ Marked Patrol Cars

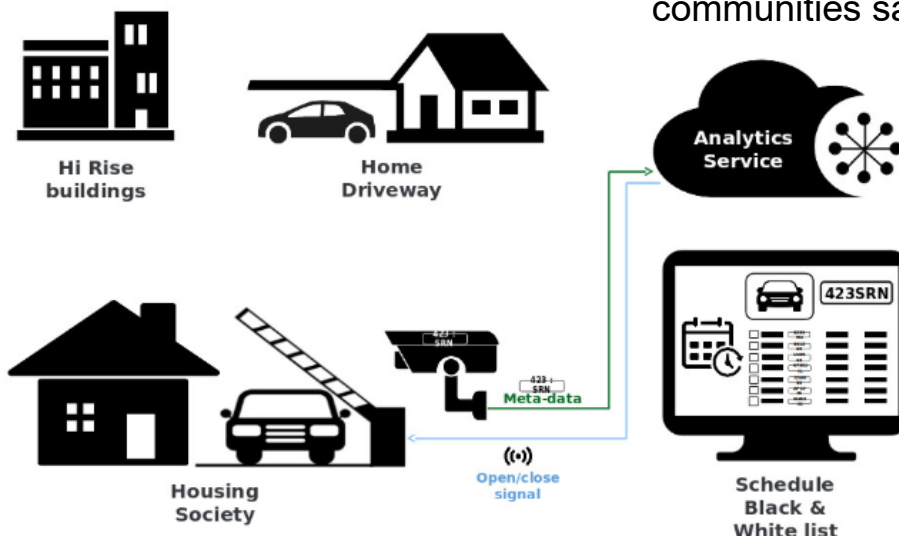
(ADDED VALUE) License Plate Recognition (LPR)

A LPR web-based system can be installed at each taxing district location for approximately \$80 per month per location.

- Additional information is available upon request.



- ✓ A non-intrusive way to provide security for your community.
- ✓ Plates can be stored for extended periods of time and can be pulled back up to reference later usage.
- ✓ Help capture license plate information to help keep your communities safe.



Officer Uniforms:



- ✓ SFM Security provides uniforms that are easily identifiable & professional.
- ✓ The SFM Security logo is stitched on the left shoulder and the American flag is stitched on the right shoulder.
- ✓ Three sets are issued to each officer.
- ✓ By request, we can provide uniforms tailored to represent the client logo if requested.
- ✓ Identification is always visible



Officer ID's serve 2 purposes:

- ✓ To clearly identify SFM Security officers
- ✓ To track each employee's time as a time card swipe system

d. Training Methodology

After realizing the lack of quality in training security schools where offering, SFM Security Services, Inc. decided to establish its own licensing school. This was also a chance for SFM Security to promote from within and give the opportunity to an employee to get licensed as a "Security Officer Instructor". SFM Security and Mr. Sergio Escobar (employed with SFM Security since 1995) are licensed by the State of Florida as a "Florida Guard Training School", and a "Florida Training Facility".



The TML Special Taxing Districts training program would have a strong emphasis on delivering "Excellent Customer Service."

SFM Training Courses or lectures taught by Joseph R. Pinon, Certified Instructor in the State of Florida and graduate of the FBI Academy, Miami Dade Police Academy, Northwestern University Institute of Accident Prevention, Miami University School of Continuing Studies in Human Resources Management, OSHA Certified Instructor and Florida International University Institute of Government Executive Development Program.

Security Officer Training Subjects (2-Day Training):

Step 1:

Provide the following training to Security Officers:

- Excellent Customer Service (1/2 to 1 hour)
- Fire Prevention and handling Fire extinguishers (1 hr)
- Sexual Harassment in the work place (1 hr)
- Preventing a Hostile Work Environment (1 hr)
- Active Shooter training (3 hrs)
- CPR and First Aid
- Establishing a Drug Free Workplace Program (1 hr)
- Security protocols for Educational Institutions (2 hrs)
- Defensive Driving & accident Prevention (1.5 hr)
- Risk Management & Accident loss/prevention (1 hr)
- OSHA requirements for the work place (1 hr)
- Preventing contagious diseases in the workplace (1 hr)
- Equal Employment procedures and legal requirements (1 hr)
- Discrimination in the workplace (1 hr)
- International Terrorism & American Interests (1 hr)
- Area Orientation
- Understanding local Panhandling & Homeless Ordinances
- Documentation of Safety Hazardous Conditions & Vandalism
- Familiarize with Local Directions
- Proper Safe Walk Procedures
- Addressing Illegal vending

- Prevention, Detection, Response Procedures

Step 2

Threat definition, identification and assessment techniques

- What is a threat?
- What are potential targets within a facility?
- Discuss criminal intent and physical vulnerabilities
- Changing attitudes and awareness techniques
- What are Anti-theft techniques in the workplace?

Facility Security

- Threat assessment and crisis management
- Access control and perimeter security
- Security checklists

Emergency Response Procedures

- Detecting suspicious persons & packages
- Preserving scenes for Public Safety-first responders
- Initial actions and reporting procedures per SOP
- Alternative actions per SOP
- Proper communication techniques

Step 3:

HR- Provide training on the following:

- Termination Policies/Procedures
- New hire orientation
- Safety training

Step 4:

HR- Provide training on the following:

- Customer service
- Sexual harassment
- Progressive discipline
- Ethic training
- Drug free workplace



General Security Training

August 4, 2016

Training Agenda

1. Course Objectives
2. Chain of Command
 - a. General
 - b. Exceptions
3. What is Security?
 - a. Access control
 - b. Typical Security objectives
4. What are the factors that influence Security
 - a. Inner protections
 - b. Outside influence
 - c. Types of crimes associated with posts
5. What are the risks in security
 - a. Threats
 - b. Vulnerabilities
6. How to respond to Incidents
 - a. Appropriate Actions to use
 - b. Responding to the Public
 - c. Customer Service
 - d. Do's & Don'ts
 - e. Responding Role Play
7. Suspicious Activities
 - a. Vehicles
 - b. Persons
 - c. Acting in a Role Play
8. Post Responsibilities
9. Ethics
10. Identifying/documenting suspicious persons
 - a. Identifying faces
 - b. General description tips
 - c. Guns
11. Identifying/documenting suspicious cars
 - a. Tips for Identifying vehicles
 - b. Identifying and remembering car tags
12. Situational Exercises & Role Plays
 - a. 15 situations discussed based on actual events documented in the past

General Assessment of Vulnerabilities

I. ACCESS CONTROLS

- a. Entrances: _____
- b. Exits: _____
- c. Stairs: _____
- d. Elevators: _____
- e. Open doors: _____
- f. Secured areas: _____
- g. Open accessible restrooms: _____
- h. Delivery protocol: _____

II. PROPERTY LEVELS: _____

- a. Parking levels _____
- b. Accessible or restricted: _____
- c. Entry to the building or from outside _____

III. TENANTS

- a. At risk- high level targets: _____
- b. Not compromised- low risk targets: _____

IV. SECURITY MEASURES IN PLACE

- a. Video cameras _____
 - 1. Number _____
 - 2. Monitoring _____
 - 3. Recording storage time _____
 - 4. Motion sensed _____
- b. Number of guards: _____
- c. Shifts: _____
- d. Armed/unarmed: _____
- e. Uniformed/ plain clothes _____
- f. Weapons permitted _____
- g. Communication: _(Radio/phone) _____
- h. Trainings: _____

V. EVACUATION PLANS

- a. Posted (maps): _____
- b. Drills: _____
- c. Protocols: _____

VI. ALARM SYSTEM

- a. In offices: _____
- b. In hallways: _____
- c. In lobby: _____

VII. Communication within the property to tenants

- a. Radio _____
- b. Phone _____
- c. Other _____

Accident / Incident Investigation Training

By

Joseph R. Pinon

December 16, 2016

1. OSHA Safety Tips
2. OSHA Mission
 - a. Employer Responsibilities
 - b. Employee Responsibilities
 - c. Fire Protection
 - d. Electrical Safety
 - e. First Aid
 - f. Hazardous Substances
 - g. Blood Borne Pathogens
3. SFM Safety Policy
4. Fleet Management Policy
5. DFWP as Accident Prevention
6. Accidents v. Incidents
 - a. SFM Accident review for 2016
 - b. Vehicle Accidents for 2016
 - c. Reporting Procedures
 - d. Situational Exercise #1 (writing the report)
 - e. Common types of incidents
 - f. Action steps
 - g. Situational Exercise #2 (writing a report)
7. Record Keeping
8. Questions?

Active Shooters In A University or Closed Environment



Part I

By: Joe Pinon

(Former director of Homeland Security and U.S. State Department Counter Terrorism consultant)

Historical Background (Knowing the attackers and his methods) – (30 minutes)

- a. Attacks on Universities (why be concerned?)
- b. Weapons and tactics used (can you survive an attack?)
- c. Profile of attackers (who are they?)
- d. Targets/ motivation/ end game (purpose and why?)
- e. Terrorists vs active shooters
- f. Discussion

Prevention Steps- ----- (30 minutes)

- a. How do you prepare for an attack? (individually/as an organization)
- b. What are your vulnerabilities?
- c. How do you secure vulnerabilities?
- d. Critical Do's and Don'ts
- e. Knowing your surroundings and being prepared tips
- f. Discussion

Break----- (10 minutes)

Situational Exercise #1- Response to an Attack----- (15 minutes)

Proper Techniques in Identifying Suspicious Activities ----- (30 minutes)

- a. Indicators of suspicious activity
- b. Physical descriptions (what do police need from you?)
- c. Assessing Personal demeanor and actions (how can you survive tactics)
- d. Suspicious packages (what makes it suspicious?)
- e. Suspicious vehicles
- f. Reporting Procedures (who, what, when, how,)
- g. Discussion

Situational Exercise #2- Defending an Attack----- (15 minutes)

Consequence Management ----- (30 minutes)

- a. Managing consequences of an active shooter event
- b. Internal procedure review- (are you and your organization ready?)
- c. Dealing with the media responsibilities in the event of an incident
- d. Duty assignments to respond to a chaotic environment in progress
- e. Notifications and documentation
- f. Final discussion

Part II (practical Exercise)

Part II consists of an actual drill and operational response to measure the following:

1. How do you prepare for an attack?
 - a. Drill involving an active shooter
2. How do you identify suspicious persons?
3. How do you identify suspicious packages?
 - a. Drill involving suspicious packages
4. Individual defensive tactics & responding to an attack
 - a. Drill involving an attack
5. Continuity of operations plan
 - a. Responsibilities assigned
 - b. Evacuation techniques and prepared plan of action

-----END-----

SFM Disaster Preparedness & Emergency Operations

SFM Security has a comprehensive Emergency Plan to deal with catastrophic events as part of its operational procedures. The Company's emergency Plans are described as follows:

PLANS

The following are Plans in place by SFM Security

- Emergency Operations Plan
- Disaster Preparedness Plan
- Continuity of Operations Plan (COOP)



Hurricane Preparedness Plan

The Hurricane Preparedness Plan is designed to initiate procedures that will enable SFM Security to organize its security workforce during times of potential catastrophic events related to hurricanes and tropical storms affecting the South Florida area. The plan covers the following:

- Site preparation for pending storm damage
- Standby procedures
- Reporting procedures
- Hours of work
- CERT training application
- Post-hurricane preparation and mitigation procedures
- Required emergency equipment, food and water supplies

Continuity of Operation Plan (COOP)

Purpose: A COOP is a plan that outlines steps for the operator in order to return to normalcy following a disaster.

The COOP incorporates the following:

- How will personnel be relieved?
- How will additional personnel be incorporated into the workforce
- Where will there be additional potential posts to maintain a heightened security state
- How will additional hours be compensated?
- How will personnel be kept informed and in communications
- Who will authorize additional personnel and where over the proposed budget to meet the needs of the event?
- Where will sharing of manpower needs be most critical for the efficient operation of the event?
- Where will food and water be stored for field distribution when needed?
- What training needs will be required in response to special needs?
- What hospitals will be used in the event of injuries and other medical needs?
- What arrangements are made to install new radio/phone communication and internet capabilities?
- How will personnel be transported when roads or bridges may be closed or have limited access?

Dealing with Critical Emergency Care

- First Aid techniques
- CPR techniques
- Identification of injuries and physical emergencies
- Notification procedures during medical emergencies
- Documentation of emergency incidents

Accident Prevention Plan

- Accident prevention techniques
- Notification procedures during accidents
- Documentation procedures of accidents
- Responding to accidents
- Hazard Identification Protocol

Fire Response Plan

- Identification of Extinguisher locations
- Proper use of extinguishers and fire hoses
- Proper use of evacuation techniques
- Proper use of alarm techniques to alert the public and/or employees during a fire incident
- Notification procedures during a fire incident
- Proper report documentation of events related to a fire
- Prevention of Fire techniques

Bomb Threat Procedures Plan

- Identification of suspicious packages
- Identification of suspicious persons and/or events
- Notification procedures during bomb threats
- Proper documentation of events related to bomb threats
- Evacuation procedures related to bomb threats



6- Recruitment Policy and Plan

a. Recruitment Policy and Plan

Human Recourses Program

For over 27 years now, SFM offers consistent work, keeping our pool of applicants full of local enthusiastic personalities. Using our regional employment recruitment strategies, SFM's experienced recruitment team will target local residents for employment opportunities thus fostering community involvement and development. SFM is known for its local employment opportunities throughout Miami-Dade County and **we are truly a Miami "Hometown" business** that can boast about giving back to the community more than any other vendor.

Having a well-trained and organized staff is crucial to security operations, and everyone who is on our team plays an intricate role in the successful operations of every project. At SFM, our expert Security Management Team and onboarding professionals prepare hundreds of qualified individuals to successfully carry out their tasks. SFM employees are trained uniformed, and fully equipped prior to their job assignment assuring effective performance as specified by our client.

In the past, human resources professionals focused primarily on administrative tasks such as finding qualified employees, matching them to appropriate jobs, and balancing the interests of the organization with the rights and needs of employees. Today, the roles of HR professionals have evolved to support an organization in reaching its strategic goals and improving business results, while cultivating talented and capable staff. Simply understanding human resources management terminology, concepts and principles just doesn't cut it today.

Our talented managers design and implement human resources management policies that support our organization's strategic plan for growth and "Brand" recognition. They serve to enhance our organization's ability to attract, motivate, develop and retain effective employees which is paramount to our client retention through quality service and growth through reputation.



1. AFFIRMATIVE ACTION PROGRAM

Our Team has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals.

2. EMPLOYEE RETENTION PROGRAM

We constantly monitor trends in compensation and benefits programs in efforts

to attract and retain talent and our greatest asset - our employees.

3. RISK MANAGEMENT PROGRAM

Nothing can destroy a business faster than legal actions resulting from the lack of documented training programs in the areas of safety, sexual harassment and discrimination. We have an in-house legal department and remain in strict compliance with employee rights, privacy and protection legislation

SFM Security uses several proven recruiting methods to hire personnel to meet the officer requirements. For example, the National Veterans Foundation and the Miami Dade County Veterans Affairs are contacted as well as other organizations that offer job placement assistance for federal law enforcement or correctional officers.



SFM's Hiring Format

Described below is a detailed plan for hiring, retaining, and training that identifies the methods for ensuring SFM's staff, including management personnel, are maintaining industry standards in training and best practices. SFM Services performs investigative background checks for all employees staffing our client's facilities. While performing investigative background checks which will include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (5 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry



SFM employees have an employee history file in duplicates. Our officer files contain federal level background checks, DMR records, FDACS Security D License and other relevant licensure, certifications including CPR, medical records, and all documented training and development to follow Federal Regulations.

Background Checks

As a standard practice, our Team will run a federal background check (nationwide check involving all states) on all of its new hires. Employees requiring access to federally-regulated secure areas will undergo individual background screening.

When it comes to assuming a client's staff or filling an open position for them, we are flexible. We have found that background research standards often vary by client choice.

Some clients are involved in specialized hiring program initiatives. In these situations, we first consult the client as to the depth of report desired (city, county, state or federal) and run reports upon mutual agreement with the client. We have utilized the same FCRA (Fair Credit Reporting Act) compliant provider for over 5 years and have and have had no incidents of incorrect or false information.

Assurance Personnel Availability

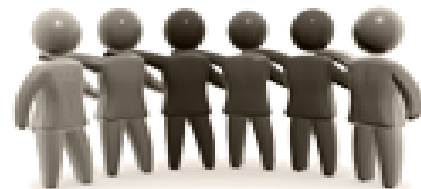
Some positions in this contract will be part time. This will allow us to have pool of back up officers on call that will already possesses the necessary training, and experience to carry out post orders. Several members of SFM's corporate management team will also be cross trained in all the levels of security officers.

Company Benefits

SFM Security encourages promotion from within its own forces. Staff is evaluated twice per year to explore the possibility of promotion.

- ✓ We provide higher compensation than most security companies.
- ✓ We offer our employees career growth opportunities in different service divisions (security, aviation, custodial, etc...).
- ✓ Specialized training programs are available at no cost to all employees wishing to advance.
- ✓ Performance based compensation is offered at management and supervisory levels.

Methods used to achieve employee retention:



- Offer Medical Plan
- Employee of the Month & Year
- Monetary Bonuses
- Certificates of Appreciation
- Initiatives for Self-Improvement
- Vacation Entitlements
- Raffle Drawings
- Employee Assistance Programs
- Employee Trainings

Time and Attendance

SFM Services integrated a time management software to monitor and control all aspects of employee time and attendance while reducing the cost of overtime, administrative labor, and clerical mistakes. Not only does this integration allow us to effectively manage our remote teams, it also insures we have the adequate staff available to carry out the daily operational tasks assigned within each zone.



Below is a list of tailored services available through our software.

Biometric Fingerprint Equipped Time Clocks

SFM Services uses biometric fingerprint equipped time clocks to make time fraud obsolete. Working in tandem with our cloud-based time and attendance system, the biometric fingerprint time clock systems give us real time visibility into our workforce.

Mobile Time Tracking App

SFM Services offers the on-the-go employees the option to clock in/out via a mobile time clock app. The app contains Geo-fencing and Geo-tracking, so that we can securely track our workforce. Mobile Punch captures the date, time and GPS location of each punch.

Telephone Time Tracking

In worksites where a traditional time clock is not an option, SFM Services allows telephone time tracking. In a nutshell, telephone time tracking allows employees to clock in and out via a landline. Employees simply call a toll-free number and follow the prompts. These punches are audited regularly, to ensure employees are punching into the assigned landline.

Real Time Alerts

Real time alerts are designed to ensure that our employees are in their designated worksites on time. A team of personnel, including the Supervisor and Manager, receive real time alerts when a scheduled employee forgets to punch in, punches in late, or fails to report to work. This scheduling technology assists us in responding immediately to no shows.

Tracking and accountability (PAYROLL)

SFM believes in complete transparency.

- Rows under processing will NOT contribute toward totals.
- Rate values will be refreshed on completion of processing.

Open Punch 0 (Open)

Emp. Count	Paygroup	Company Name	Employee	Job	Activity	Rate Type	Sun 7/26	Mon 7/27	Tue 7/28	Wed 7/29	Thu 7/30	Fri 7/31	Sat 8/1	Sun 8/2	Mon 8/3	Tue 8/4	Wed 8/5	Thu 8/6	Fri 8/7	Sat 8/8	Total Hours	Additional Hours	Other Pay
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Open Punch 1 (Awaiting Export)

Emp. Count	Paygroup	Company Name	Employee	Job	Activity	Rate Type	Sun 7/26	Mon 7/27	Tue 7/28	Wed 7/29	Thu 7/30	Fri 7/31	Sat 8/1	Sun 8/2	Mon 8/3	Tue 8/4	Wed 8/5	Thu 8/6	Fri 8/7	Sat 8/8	Total Hours	Additional Hours	Other Pay
1	Security	01782-SFM Security	BATCHELOR, EDUARDO (10355)	1126-Florida National University	ST			8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00		80.00	0.00	\$0.00
2	Security	01782-SFM Security	CABRERA, ENRIQUE (10296)	1126-Florida National University	ST		6.50	6.50	6.50	6.50	6.50			6.50	6.50	6.75	6.50	6.50			65.25	0.00	\$0.00
3	Security	01782-SFM Security	DIEGUEZ, OTONIEL (10301)	1126-Florida National University	ST		2.00	2.00	2.00	2.00				2.00	2.00	2.00	2.00				16.00	0.00	\$0.00
4	Security	01782-SFM Security	HERRERA, MANUEL (10412)	1126-Florida National University	ST		8.50	8.00	8.25	7.25				8.00	8.00	8.00	8.25				64.25	0.00	\$0.00
			HERRERA, MANUEL (10412)	1126-Florida National University	OT						1.00										1.00	0.00	\$0.00
5	Security	01782-SFM Security	SPINELLI, GASTON (10425)	1126-Florida National University	ST		5.00	5.00	5.00	5.00				5.00	5.00	5.00	5.00		3.00		43.00	0.00	\$0.00
							30.00	29.50	29.75	29.75	14.50			29.50	29.50	29.75	29.75	14.50	3.00		269.50	0.00	\$0.00

Manager Note(s):

+ Click here to show

Add Ne

Reporting available, daily, weekly, bi-weekly or upon request

Drug Free Workplace Program

SFM is proud to participate in the National Drug Free Workplace Program. It is our desire to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on our account premises and while conducting business-related activities off premises, no employee may use, possess, distribute, transfer, sell, or be under the influence of alcohol or illegal drugs to help ensure a safe and healthy working environment.



Much like seat belts with automobiles, Insurance companies have stringent requirements in the coverage they provide. Job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol at any time during their employment if there is just cause to do so.

All of our teams' employees are subject to post accident drug testing. An employee involved in a work-related injury is required to take a drug/alcohol test with their post-accident visit at any care provider.

SFM's Drug-Free Workplace Policy sends a clear message that alcohol and drug use in the workplace is prohibited.

Objectives/ Goals

- To reduce drug use in the workplace
- To increase productivity
- To improve efficiency
- To reduce accidents in the workplace
- To deliver better customer service
- To demonstrate a more professional attitude and standard of conduct
- Encourage employees who have alcohol and or substance abuse problems to voluntarily seek help



To achieve these goals, SFM Services conducts:

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- Alcohol and Drug screening in the event of work-related accidents
- Complete drug Screening of all job candidates prior to start of assignments
- Formal and informal counseling by trained supervisors

7- Forms

a. Form AK – Anti-Kickback Affidavit

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 Security Services, Inc. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 


Title: 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 25 day of March, 2019.

My Commission Expires:




Notary Public State of Florida at Large

Form AK

b. Form PEC – Public Entity Crime Affidavit

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 Security Services, Inc.

[print name of entity submitting sworn statement]

whose business address is

9700 N.W. 79 Avenue

Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0405101

(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

Form PEC

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

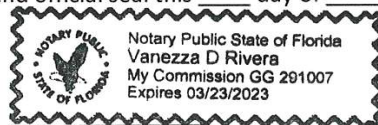
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Christian 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 25 day of March, 2019.

My Commission Expires:

Notary Public State of Florida at Large



Form PEC

c. Form NCA – Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Miami-Dade } SS:
County of _____ }

Christian Infante being first duly sworn, deposes and says that:

- a) He/she is the President (Owner, Partner, Officer, Representative or Agent) of SFM Security 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

Witness

By:

Christian Infante

(Printed Name)

President

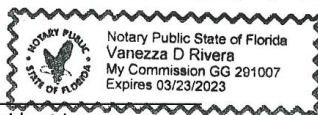
(Title)

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 25 day of March, 2019.

My Commission Expires:

Notary Public State of Florida at Large



Form NCA

d. Form COI – Conflict of Interest Affidavit

CONFLICT OF INTEREST 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 Security 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)

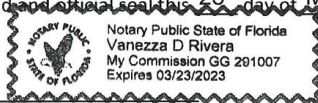
President

(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 25 day of March, 2019.

My Commission Expires: _____



Notary Public State of Florida at Large

Form COI

e. Form PR – Public Relations Affidavit



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Security Services, Inc. Solicitation No.: 2019-13

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: **NOT APPLICABLE**

- 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
_____ 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
_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship



Authorized Signature

03/25/2019
Date:

Christian Infante
Print Name

President
Title:

f. Form PRA – Public Records Affidavit

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 Security Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature):  Date: 3.25.19

g. Form CE – Contract Execution Form

CONTRACT EXECUTION FORM

This Contract 2019-13 made this ____ day of _____ in the year ____, by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Security Services, Inc., hereinafter called the "Contractor."

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

SFM Security Services, Inc.
(Contractor's Name)

By: [Signature]

By: [Signature]
Name: Christian Infante
Title: President
Date: 03/25/2019

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

Drug-Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

SFM Security Services, Inc.

03/25/2019

Company Name:

Date


Authorized Signature:

Christian Infante, President

Printed Name and Title

Corporate Resolution

CORPORATE RESOLUTION

WHEREAS, SFM Security Services, Inc. desires to enter into Contract 2019-13 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 President,
(type title of officer)

Christian Infante, is hereby authorized
(type name of officer)

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

DATED this 25 day of March, 2019.

Jose Infante
Corporate Secretary

(Corporate Seal)

Certificate of Authority

CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of
SFM Security Services, Inc., a corporation organized and existing under the laws of the
State of Florida, held on the 25 day of March, 2019, a resolution was duly passed and
adopted authorizing (Name) Christian Infante as (Title) President of the
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25 day of March, 2019.

Secretary: _____

Print: Jose Infante

CERTIFICATE OF AUTHORITY NOT APPLICABLE (IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of
_____, a partnership organized and existing under the laws of the
State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted
authorizing (Name) _____ as (Title) _____ of the to execute bids on
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official
act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Partner: _____

Print: _____

CERTIFICATE OF AUTHORITY NOT APPLICABLE
(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION


STATE OF Florida)

) SS:

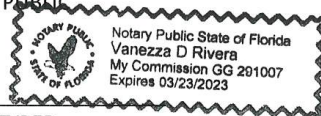
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 25 day of
March, 2019, by Christian Infante, who is personally known
to me or who has produced n/a as identification and who (☒ did

/ ☐ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

Addendum Acknowledgement



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2019-13

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u>	Dated <u>03/06/19</u>
Addendum No. <u>2</u>	Dated <u>03/15/19</u>
Addendum No. <u>3</u>	Dated <u>03/21/19</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: SFM Security Services, Inc.

Authorized Representative's Name: Christian Infante

Title: President

Authorized Signature: _____



RFP 2019-13
Security Guard Services for Special Taxing Districts
Addendum #1
Due Date: 3:00 PM, March 26, 2019

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.

Questions and Answers:

1. How many vehicles are required for this contract?

Response: Currently, only one STD, Loch Lomond, uses a roving guard in a patrol vehicle. This may be subject to change throughout the term of the contract depending on the service level recommendations provided by the special taxing district advisory committees.

2. Does the Town require one (1) security officer for each guard house in the Royal Oaks locations for 168 hours each?

Response: Yes, the Town requires that each guardhouse within one of the stated STDs, See Section B2 of the Contract, be staffed with at least one (1) security officer at all times, twenty-four hours a day, seven days a week. Guard assignments and shifts must be assigned in accordance with the Contract Documents with respect to work schedules, break periods, and maximum hours on shift. See Section B11 of the Contract.

3. Is there a bid bond or performance bond required with submission of this proposal?

Response: No, there are no bonds required for this RFP.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

03/25/2019
Date


Signature

SFM Security Services, Inc.
Name of Bidder



RFP 2019-13
Security Guard Services for Special Taxing Districts
Addendum #2
Due Date: 3:00 PM, March 26, 2019

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.

Clarification:

1. This addendum is issued, in part, to provide the Fiscal Year 2018-2019 Adopted Budget for the Special Taxing Districts as an attachment hereto and provided separately.

Questions and Answers:

1. What security company is currently providing service?

Response: The current companies providing security guard services are Kent Security Services and FPI Security, LLC.

2. What are the responsibilities of the security officer per location?

Response: See Section B8 of the Contract. Depending on the needs of each STD location, the Town of Miami Lakes ("Town") may require slight variations, to be issued in the NTP, Post Orders, or other communications.

3. What are the current shifts being worked by location?

Response: The current shifts are as follows: 7AM-3PM, 3PM-11PM, and 11PM to 7AM. Establishing work schedules is the responsibility of the Contractor and all work schedules must be in compliance with Section B11.02 of the Contract.

4. What is the current staffing by location?

Response: The current staffing by location is as follows:

- Miami Lakes Section 1 – 1 security guard posted in the on-site gatehouse
- Miami Lakes Loch Lomond – 1 security guard posted in the on-site gatehouse, 1 security guard in a roving vehicle
- Royal Oaks Section 1 – 1 security guard posted in each on-site gatehouse for a total of 2 security guards
- Royal Oaks East – 1 security guard posted in each on-site gatehouse for a total of 2 security guards

5. What is the current budget?

Response: See clarification #1 above.



6. Will the Town pay for overtime during “unusual or emergency conditions?”

Response: Under Section 11.02(1) of the Contract, it states that security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. The intent of this section is to prevent guards from deviating from the previously posted work schedule. However, the language about “unusual or emergency conditions” is included to allow guards to stay past the schedule when circumstances require it, but it is intended to be an exception to the rule. As such, the Town will not pay overtime for these occasions as it would create an incentive for guards to stay past their shift.

7. Will the Town of Miami Lakes pay “Holiday Pay?”

Response: Yes. The Town will pay 1.5x the hourly rate on recognized holidays.

8. If so, what are the recognized holidays?

Response: The Town recognizes the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas Day.

9. What are the hours for level 1 and level 2 security guards?

Response: There is no specified hour amount for level 1 or level 2 security guards. Per the ordinances that create and govern the operation of the subject special taxing districts, each year the Town will meet with a committee of residents to discuss service level adjustments for the following year. This contract is designed to allow flexibility for each special taxing district to decide what level of service it requires in subsequent years. As such, some special taxing districts may opt to use only level 1 guards at all posts, while another may opt to use all level 2 guards or a combination thereof. Therefore, the Town does not have a specific requirement for hours by security guard level.

10. Is a Certificate of Use and BTR required for this proposal?

Response: See Section D3 of the RFP.

11. Current contractor’s original response to the RFP?

Response: Services are currently being provided through two piggybacked contracts. Therefore, the Town is not in possession of the incumbent contractors’ original responses as the Town has not issued an RFP for these services in the past.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

03/25/2019
Date


Signature

SFM Security Services, Inc.
Name of Bidder



RFP 2019-13
Security Guard Services for Special Taxing Districts
Addendum #3
Due Date: 3:00 PM, March 26, 2019

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.

Clarification:

1. Section B6.02, General Requirements, Item #9, is hereby amended as follows:
"At the request of the Town, provide a security guard, designated as a full-time Site Supervisor, ~~for each guardhouse~~, who shall inspect specified locations at least once per shift, seven days per week."
2. Section B5, Term, is hereby amended as follows:
"In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement, ~~including all costs~~, shall remain the same as specified in the Agreement and apply during the renewal period(s)."
3. Section B17, Compensation, is hereby amended as follows:
"Within ten (10) business days after the anniversary of the contract execution date each year, the Contractor may request a price increase not to exceed the Bureau of Labor Statistics "All Items" category (CPI-U index for Miami-Dade County) within the last 12-month period. Failure to make a request within the above time frame shall be considered a waiver of the Contractor's ability to make such request. The Town will evaluate such requests to determine if an increase should be approved. Notwithstanding the above, in no event shall any such increase exceed three percent (3%) per request."
4. Form PP – Price Proposal is hereby revoked and replaced with Form PPR-1 - Price Proposal, attached hereto and provided as a separate attachment.
5. The due date for this RFP is hereby extended from 3:00PM, March 26, 2019 to 4:00PM, March 29, 2019.

Questions and Answers:

1. Does the Town of Miami Lakes ("Town") require the security Contractor to provide any additional equipment other than radios, flashlights/batteries, and a vehicle?
Response: See Section B10.02, Contractor Supplied Items, of the Contract.
2. Will the Contractor be responsible for providing only one (1) vehicle?
Response: See Section B6.02, General Requirements, Item #6. The Town may request more than one (1) roving guard, in which case, the Contractor will have to provide more than one (1) vehicle.



3. What make and model of vehicle should be provided by the Contractor?

Response: See Section B6.02, General Requirements, Item #6. The Contractor may utilize any vehicle that is distinguishable from any police vehicle agency within the Town.

4. How many total hours of "roving guard" patrol per week will the contractor be expected to provide?

Response: There is no set number of hours for the roving guard. Each year, the Town meets with a committee that is appointed to each STD that is tasked with recommending adjustments to the level of service. This Contract is designed to be flexible enough to meet the desired level of service each year.

5. Will all six (6) guardhouses require a full-time supervisor?

Response: See Clarification #1 above. The Town may request a site supervisor that will be in charge of supervising multiple sites that are in close proximity of each other.

6. The contract term is for three (3) years but the pricing is not broken down by year. Is the contractor expected to provide pricing for year 1, year 2, and year 3?

Response: See Clarification #1 and Clarification #2 above.

7. What are the current hourly rates Kent Security and FPI security are billing the Town for "Security Guard," Security Guard Supervisor" and "Roving Guard?"

Response: The billing rates are as follows:

Kent Security Services, Inc.

- Security Guard – \$20.82/hr
- Site Supervisor – \$20.75/hr
- Patrol Car - \$1.51/hr

FPI Security Services, Inc.

- Security Guard - \$14.35/hr

8. Are the current existing contracts bound by the Miami-Dade County Living Wage Ordinance?

Response: The Miami-Dade Contract the Town is currently accessing is bound by the Living Wage Ordinance. However, the Pembroke Pines Contract is not. The Contract the Town will be awarding will also not be bound by the Living Wage Ordinance.

9. Is the Town's intent to award one (1) contract?

Response: See Section C5, Award of a Contract, of the Contract. The Town reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer(s), where it is



determined to be in the Town's best interest. The may award one or more Contracts depending what is determined to be in the Town's best interest.

10. Does this current RFP have any set minimum pay rates?

Response: No. This RFP does not have any set minimum pay rates, other than what is provided for by applicable law.

11. Will a letter from the insurance agent handling the company's insurance policies meet the requirements of the RFP?

Response: Yes, provided that the letter proves that the company either meets the required insurance policy limits required by the contract or has the capability to acquire the insurance policy limits required by the Contract.

12. In Miami Lakes Section 1, why is the guard hourly billing lower than the other Special Taxing Districts?

Response: See response to question #8. The security guard services provided at Miami Lakes Section 1 under the Pembroke Pines Contract is not bound by the Living Wage Ordinance and therefore, is a lower hourly rate.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

03/25/2019
Date


Signature
SFM Security Services, Inc.
Name of Bidder

8- Financial Stability of Proposer

Please refer to separate enveloped marked “Confidential”

Exhibit “A”

Hourly Rates			
	SFM	Kent	FPI
Level 1	\$15.84	\$15.50	\$16.95
Level 2	\$17.17	\$20.50	\$19.49
Supervisor	\$17.17	\$20.50	\$23.00
Roving Guard	\$1.55	\$2.50	\$2.50

Miami Lakes Section 1			
Estimated Total Yearly Cost			
	SFM	Kent	FPI
Level 1	\$140,279	\$137,268	\$150,109
Level 2	\$152,058	\$181,548	\$172,603
Supervisor	\$18,802	\$22,448	\$25,185
Roving Guard	\$13,578	\$21,900	\$21,900

Loch Lomond			
Estimated Total Yearly Cost			
	SFM	Kent	FPI
Level 1	\$293,676	\$295,992	\$321,605
Level 2	\$317,169	\$384,312	\$366,471
Supervisor	\$37,602	\$44,895	\$50,370
Roving Guard	\$13,578	\$21,900	\$21,900

Royal Oaks East Estimated Total Yearly Cost			
	SFM	Kent	FPI
Level 1	\$280,558	\$274,536	\$300,218
Level 2	\$304,115	\$363,096	\$345,207
Supervisor	\$37,602	\$44,895	\$50,370
Roving Guard	\$13,578	\$21,900	\$21,900

Royal Oaks Section 1 Estimated Total Yearly Cost			
	SFM	Kent	FPI
Level 1	\$280,558	\$274,536	\$300,218
Level 2	\$304,115	\$363,096	\$345,207
Supervisor	\$37,602	\$44,895	\$50,370
Roving Guard	\$13,578	\$21,900	\$21,900



Town of Miami Lakes Memorandum

To: Honorable Town Mayor and Town Council
From: Raul Gastesi, Jr., Esq., Town Attorney
Subject: Historical Society Resolution
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council pass a Resolution dissolving the Town's Historical Society Committee.

Background:

During the December 2018 Council Meeting, the Town moved to approve Councilmember Dieguez' new business item dissolving the Town's Historical Society Committee. In 2008, the Historical Society Committee was established via Resolution 2008-604, to collect and disseminate historical information regarding the Town of Miami Lakes. A review of Town records revealed that the Historical Society Committee has not complied with the Resolution requirements. At this time, the Historical Society is not an active Town Committee, does not have an active membership and is not convening on a regular basis.

During the past few years, the Town's Neighborhood Improvement Committee and others have organized annual events in order to spot light the Town's Historical importance. In effect, the Historical Society Committee's purpose has been fulfilled by the Neighborhood Improvement Committee and others.

Accordingly, it is advisable that the Town's Historical Society Committee be dissolved.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, DISSOLVING THE HISTORICAL SOCIETY COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Dieguez)

WHEREAS, on January 15, 2008, the Town of Miami Lakes (the “Town”) Council created by Resolution 2008-604 the Historical Society Committee, for the collection, preservation and dissemination of Town History; and

WHEREAS, the Historical Society Committee has not met any of its obligations under the Resolution 2008-604; and

WHEREAS, during the December 2018 Town Council Meeting, the Town Council voted to dissolve the Historical Society Committee; and

WHEREAS, other Town Committees have taken on the challenge and role of preserving and disseminating Town history through annual Town events; and

WHEREAS, the Town Council believes that dissolving the Town’s Historical Society Committee is in the Town’s best interest.

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. **Dissolving the Town Historical Society Committee.** The Town of Miami Lakes’ Historical Society Committee is hereby dissolved.

Section 3. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Town Mayor and Town Council
From: Edward Pidermann, Town Manager
Subject: Sgt. Larry E. Marrero Drive
Date: 7/16/2019

Recommendation:

It is recommended that the Town Council Co-Designate N.W. 170 Street, between 87th and 88th Avenue as Sgt. Larry E. Marrero Drive.

Background:

Sgt. Larry E. Marrero was a decorated Miami Beach officer who tragically passed away in the line of duty during the month of November 2018. Sgt. Larry E. Marrero and his family are long standing members of N.W. Miami-Dade County. It is fitting that in honor of Sgt. Marrero's outstanding, three decade long public service, that N.W. 170 Street, between N.W. 87th Avenue and 88th Avenue be co-designated Sgt. Larry E. Marrero Drive.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES FLORIDA CODESIGNATING THAT PORTION OF NW 170TH STREET AND NW 87TH AVENUE AS SGT. LARRY E. MARRERO DRIVE; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO CODESIGNATE THE STREET; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (PIDERMANN)

WHEREAS, after three decades of service to his community, Sgt. Larry E. Marrero a decorated Miami Beach Policeman died in the line of duty; and

WHEREAS, in recognition of Sgt. Larry E. Marrero's years of exemplary service , the Town of Miami Lakes (the "Town") Council desires to co-designate NW 170th Street, between NW 87 and NW 88 Avenue, Sgt. Larry E. Marrero Drive; and

WHEREAS, there appears to be no roadway in the Town with this name or any similar sounding name; and

WHEREAS, pursuant to Section 2-1, Rule 9.02 of the Town Code (Miami-Dade County Code as made applicable to the Town pursuant to the Town Charter), the Town Council has held a public hearing to consider the co-designation of the roadway.

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. **Designation.** The Town Council hereby co-designates that portion of NW 170th Street, between NW 87 Avenue and NW 88 Avenue as "Sgt. Larry E. Marrero Drive."

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement this Resolution. The Town Manager and/or his designee is directed to erect appropriate markers recognizing the co-designation of NW 170th Street, between NW 87 Avenue and NW 88 Avenue as “Sgt. Larry E. Marrero Drive.”

Section 4. **Directions to Clerk.** The Town Clerk is directed to send a certified copy of this resolution to the United States Postal Service in order to memorialize the street designation for postal records

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Joshua Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: FY 2019-20 Tentative Millage, Proposed General Fund Budget, and Budget Hearing Dates
Date: 7/16/2019

Recommendation:

Please see attachments

ATTACHMENTS:

Description

Resolution

FY 2019-20 Proposed Budget Memo

Position Summary

RESOLUTION NO. 19-_____

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 2019-2020; 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, 2019, 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 2019 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 2019-2020 is declared to be 2.3127 mills, which is \$2.3127 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 2.2255 mills, which is \$2.2255 per \$1,000.00 of assessed property within the Town of Miami Lakes. The proposed millage rate is 3.92% 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 10, 2019

Time: 7:30 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: Tuesday, September 24, 2019

Time: 7:30 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 2, 2019.

Section 7. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 16th day of July, 2019.

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 Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

MANNY CID
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



TOWN OF MIAMI LAKES

MEMORANDUM

To: Honorable Mayor and Town Councilmembers

From: Edward Pidermann, Town Manager

Subject: FY 2019-20 Tentative Millage, Proposed General Fund Budget, and Budget Hearing Dates

Date: July 16, 2019

Recommendation

It is recommended that Town Council approve a tentative millage rate for Fiscal Year 2019-20 at 2.3127 mills, which is \$2.3127 per \$1,000 of assessed property value. This is the same millage rate as adopted for the current year, and it remains one of the lowest in Miami-Dade County. The proposed millage rate is expected to yield \$7,394,424 in ad valorem revenue at 95% of value based on the July 1, 2019 estimated Property Tax Roll, as provided by Miami-Dade County Property Appraiser.

In conjunction with the proposed millage rate, this resolution submits a summary of the highlights to the FY 2019-20 Proposed General Fund Budget which include revenues the Town expects to receive and the planned areas where the money will be spent.

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 Miami-Dade County School Board (July 24th and September 4th) and Miami-Dade County (July 9th and September 20th). We therefore recommend holding the Town's First Budget Hearing on **Tuesday, September 10, 2019 at 7:30 p.m.**, and the Second Budget Hearing on **Tuesday, September 24, 2019 at 7:30 p.m.** at Miami Lakes Government Center, Council Chambers.

Prior to the two Public Budget Hearings in September, the Town will hold its 3rd Budget Workshop on August 20, 2019 at which time all other Funds will be presented.

Background

As the Town enters a seventh year of economic 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, beautification projects and improved response times to requests for service through new technologies and process improvement.

The Town's economic development goal is to reinforce, strengthen and promote the livability and sustainability of our neighborhoods, commercial and industrial areas in the face of the current economic climate and changing needs of the population. The Town's financial position will continue to remain strong with continued development, as property values increase and generate more property tax revenues.

While the current and projected development projects bode well for the Town's future economic stability, the Town faces a new challenges this year with the termination of Miami Dade County and FPL franchise fee agreement which will be discussed later in this memorandum, as well as other declining Non-Ad Valorem revenue streams.

Property Tax Roll Value

The estimated roll value from Miami-Dade County Property Appraiser on July 1, 2019 reflects a gross taxable value of \$3,365,592,016, which includes an increase of \$55,244,829 in new construction and improvements. As compared to the certified taxable value for the previous year of \$3,213,878,488, the July 1, 2019 figures shows an increase of \$151.7 million or 4.7%, a positive economic indicator of the continued increase in both residential and commercial property developments.

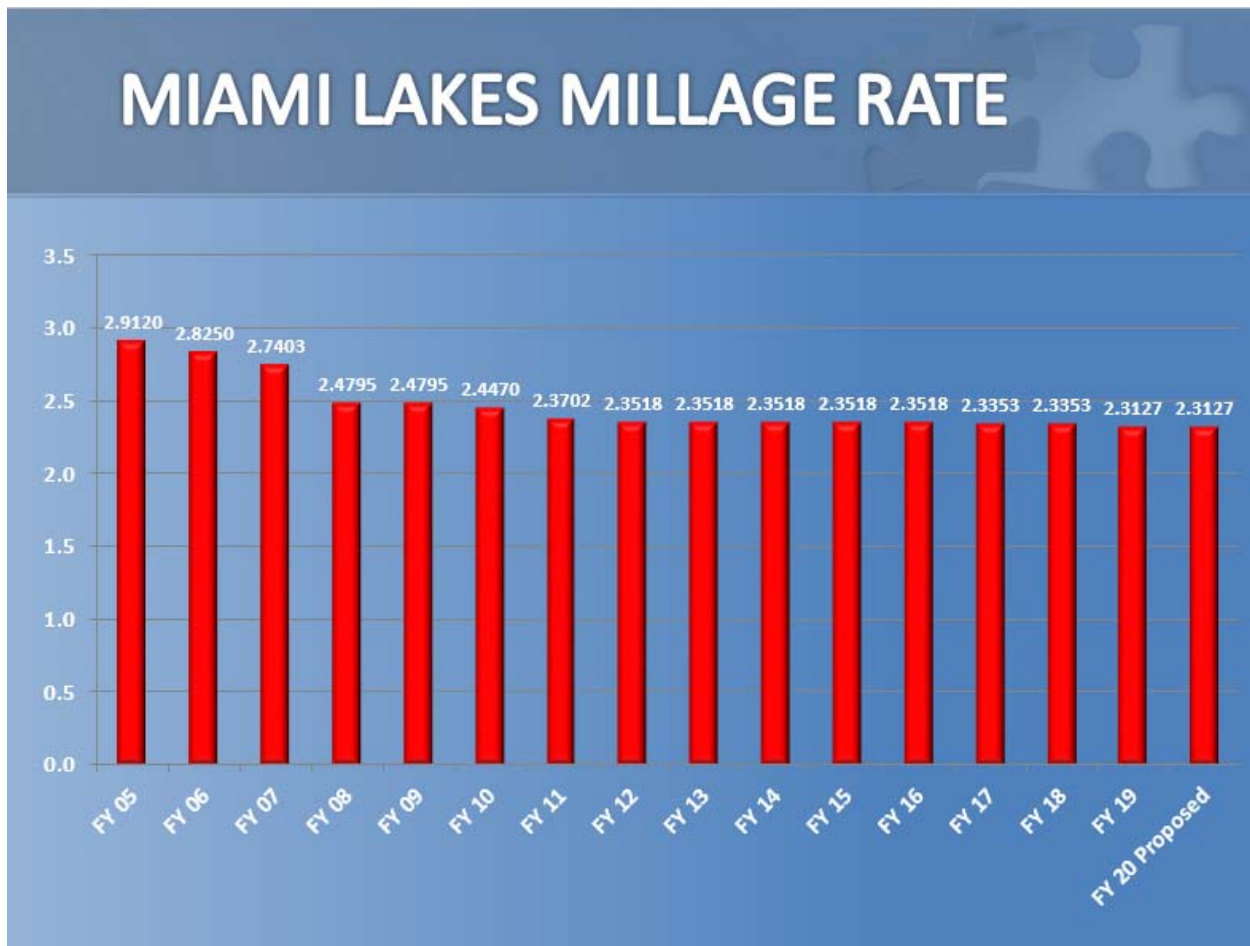
As seen in the graph below, Property Tax Roll value has been steadily on the rise since FY 2014 reflecting continuous economic recovery and growth, the highest since the Town's incorporation.



Millage Rate

The Town's current year adopted millage rate is the fifth lowest millage rate among the thirty-six municipalities in Miami-Dade County, and well below the statutory limit of 10.0 mills. Since its first year of incorporation, the Town has steadily reduced the millage rate, and maintained the same low rate from 2012 for five consecutive years. In 2017, the millage rate was reduced to 2.3353 mills for two consecutive years, and in 2019 the millage rate was further reduced to an all-time low of 2.3127 mills. For FY 2020, the Proposed Budget provides for no increase to the millage rate, remaining unchanged at 2.3127 mills for the second consecutive year.

The chart below depicts the Millage Rate since the Town's incorporation.



Rolled-Back Rate

Based on the proposed millage rate of 2.3127, the rolled-back rate for FY 2020 is 2.2255. The rolled-back rate would provide the same ad valorem tax revenue as was levied during the prior year exclusive of new construction and improvements. The proposed millage rate of 2.3127 is 3.92% higher than the current year aggregate rolled-back rate. The State Department of Revenue required methodology for calculating the rolled-back rate uses the roll value after the Value Adjustment Board action. The Town's prior year final gross taxable value is \$3,185,477,666, which is \$28.4 million less than the preliminary July 1st base roll figure of \$3,213,878,488. The rolled-back rate would generate \$278,805 less in ad valorem revenue as compared to the proposed rate of 2.3127.

Ad Valorem Revenue

The FY 2019-20 Budget was developed using the proposed millage rate of 2.3127. This millage rate will generate property tax revenues or ad valorem (calculated at 95% for budget purposes) in the amount of \$7,394,424. The impact is approximately \$333,224 or 4.7% increase in ad valorem revenue for the General Fund.

FY 2019-20 PROPOSED GENERAL FUND BUDGET

The proposed budget is a deliberate balance of revenues and expenditures prepared in accordance with the State of Florida's Truth in Millage process and best serves the Town's prioritization for provision of core services and the Council's Strategic Plan Initiatives. We were able to balance this fiscal year's budget with recurring revenues exclusive of the FPL Franchise Fee and deferred expenses, which allowed us to maintain core service levels.

The total FY20 Proposed General Fund Budget is \$16,653,332, an overall decrease of approximately \$1,376,725 or -7.6% as compared to the prior year's projection. This is a direct result of the FPL Franchise Fee revenue loss mentioned previously in this memorandum. Currently the Town provides high levels of service, however severe austerity measures were taken by deferring those service levels to core services to meet this shortfall. Long-term continued deferral of these core services will result in a dramatic decrease in service delivery to our residents.

In addition to the core services, this year's budget provides funding for infrastructure renewal and replacement, increases to health insurance cost, as well as the increased cost of base police patrol services passed through our contract with Miami-Dade County.

The Budget includes \$342,500 carry-over from the prior year which represents the balance from the litigation reserve. It should be noted that the Budget excludes the unassigned fund balance which is discussed later in this memorandum.

FY2019-20 Proposed General Fund Budget
July 16, 2019

A summary of the General Fund Budget is presented below comparing FY2020 Proposed Budget to FY2019 Year-End Projection.

ACCOUNT NAME/DEPARTMENT	FY2017-18 ACTUALS	FY2018-19 AMENDED BUDGET	FY2018-19 YEAR-END PROJECTION	FY2019-20 PROPOSED BUDGET	VARIANCE YE PROJECTION VS PROPOSED	% CHANGE
Revenues						
Ad Valorem Taxes	\$6,753,219	\$7,111,200	\$7,183,890	\$7,444,424	\$260,534	3.6%
Franchise Fees	\$1,272,507	\$1,275,000	\$1,301,595	\$212,500	(\$1,089,095)	-83.7%
Utility Service Tax	\$3,064,538	\$3,325,501	\$2,803,952	\$2,897,350	\$93,398	3.3%
Intergovernmental Revenues	\$4,414,968	\$4,522,810	\$4,519,564	\$4,450,000	(\$69,564)	-1.5%
Permits & Fees (Non-Building Dept.)	\$475,492	\$433,500	\$411,399	\$424,500	\$13,101	3.2%
Fines & Forfeitures	\$193,842	\$195,000	\$184,991	\$185,000	\$9	0.0%
Miscellaneous Revenues	\$373,609	\$421,707	\$349,667	\$306,650	(\$43,017)	-12.3%
Sub-total Recurring Revenues	\$16,548,174	\$17,284,718	\$16,755,058	\$15,920,424	(\$834,633)	-5.0%
Transfers In	0	\$0	\$0	\$390,408	\$390,408	100.0%
Prior Year Carry-Over Funds	27,890	\$1,275,000	\$1,275,000	\$342,500	(\$932,500)	-73.1%
Sub-total Other Revenues	27,890	\$1,275,000	\$1,275,000	\$732,908	(\$542,092)	-42.5%
Total Revenues	16,576,064	\$18,559,718	\$18,030,058	\$16,653,332	(\$1,376,725)	-7.6%
Expenditures						
Town Mayor & Council	357,897	\$393,607	356,513	\$337,999	(\$18,514)	-5.2%
Town Clerk	149,766	\$255,315	230,793	\$206,247	(\$24,546)	-10.6%
Town Attorney	321,685	\$255,000	253,439	\$200,000	(\$53,439)	-21.1%
Administration	1,994,136	\$2,101,257	1,876,957	1,780,730	(\$96,227)	-5.1%
Police and School Crossing Guards	8,224,739	\$8,616,691	8,817,501	8,541,358	(\$276,143)	-3.1%
Planning and Code Compliance	458,546	\$443,689	423,864	440,375	\$16,511	3.9%
Zoning	114,519	\$115,110	118,978	117,982	(\$996)	-0.8%
Parks and Recreation	2,396,426	\$2,569,060	2,324,180	2,289,375	(\$34,805)	-1.5%
Communications and Community Affai	522,441	\$620,687	577,186	\$478,996	(\$98,190)	-17.0%
Special Events - Committees	214,849	\$331,222	340,357	231,850	(\$108,507)	-31.9%
Public Works	962,576	\$1,270,006	\$1,136,293	\$1,054,961	(\$81,333)	-7.2%
QNIP	153,423	\$48,855	48,855	141,194	\$92,339	189.0%
Non-Departmental	0	\$510,930	\$502,222	\$532,500	\$30,278	6.0%
Sub-total Expenditures	15,871,003	\$17,531,429	\$17,007,139	\$16,353,568	(\$653,571)	-3.8%
Transfers Out	0	\$1,028,289	\$1,021,555	\$299,764	(\$721,791)	-70.7%
Total Expenditures	15,871,003	\$18,559,718	\$18,028,694	\$16,653,332	(\$1,375,362)	-7.6%
Excess (Deficiency) of Revenues over Expenditures	\$ 705,060	\$0	\$1,364	\$0	(\$1,363)	-100.0%

FACTORS AFFECTING FY 2019-20 PROPOSED BUDGET

I. REVENUES

General Fund Revenues are primarily unrestricted in nature and fund a variety of services including town administration, police patrol, general public works, community outreach and parks services. Property Taxes remain the Town's largest revenue source, comprising 45% of FY2020 budgeted General Fund revenues, followed by Intergovernmental Revenues (i.e. Half-Cent Sales Tax, Communications Services Tax and State Revenue Sharing) at 27%, followed by Utility Services Taxes 17%, Permits and Fees 3% and the remainder from Fines and Forfeitures and other miscellaneous revenues.

The total revenues available for allocation in FY2020 General Fund Budget is \$16,653,332 which represents a decrease of approximately \$1,376,725 or -7.6% as compared to FY2019 year-end projected revenues, including carryovers. This decrease is primarily the net result of the loss of our franchise fee revenue. In May 2020 the Franchise Fee contract with Miami Dade County and FPL is scheduled to expire which will represent an estimated loss of \$1.275 million to the Town under this contract. Town administration is currently negotiating a direct contract with FPL and is proposing a 6% FPL Franchise Fee come June 2020. If approved, we will receive 1/12th of the revenue (\$212,500) in FY 2019-20. Total revenues are estimated at \$2,550,000 in subsequent years under this direct contract, pending approval.

Ad Valorem revenues are expected to increase approximately \$260,534 due to the rise in property values. All other revenue categories including utility service tax, intergovernmental revenues, permits and fees, and other revenues have slight variances.

In order to adequately provide for the operational needs, the budget also includes a transfer of \$390,408 from the MLOP Master Plan project back to General Fund.

II. EXPENSES

The FY2020 Proposed Expense Budget is \$1,375,362 or -7.6% less than the prior year's projected expenses. Many of the Town's services are provided through negotiated service contracts, public safety being the leading expenditure accounting for 51.3% of the Town's total spending and provided through a contract with Miami-Dade County.

The significant changes affecting the Proposed Budget are described below:

- **Staffing** – The General Fund Budget includes 33.5 full-time equivalent positions, 7 part-time, 8 seasonal and 7 part-time seasonal positions. As compared to the prior year, full-time positions increased by 1 a new Capital Improvement Project Manager position was created to oversee all capital projects, as assigned. Currently there are 5 vacant positions which

include a Procurement Specialist, Assistant to the Town Manager, P/T Information Specialist and 2 Police Officer positions. At this time the Town will defer filling these vacancies therefore creating a savings to our General Fund budget. 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.

- **Merit and Cost of Living** – As a result of salary surveys conducted in 2017, an employee retention plan was developed which provided for a 2% cost of living adjustment in 2017 and 2018. An across the board adjustment for additional compensation or cost of living increase of 2.36% was assumed in FY 2019. **At this time no cost of living adjustment is proposed in FY 2020.**
- **FRS Contribution** – The Florida Retirement System employer contribution rate increased slightly from 8.26% to 8.47% for regular employees as of July 1, 2019. The rate increase has no significant impact to the Budget.
- **Group Health Insurance** – Based on prior years' trend, we are anticipating a 20% increase in group health insurance premium.
- **Police Services** – The Police Department's Budget which includes contracted police patrol services and the school crossing guards, represents 51.3% of the Town's total General Fund Budget, and assumes the deferral of 2 vacant Police Officer positions as mentioned above.

The chart below is a summary of net change for Police Patrol Services:

POLICE PATROL SERVICES	FY 2018-19 ADOPTED BUDGET	FY 2018-19 YEAR-END PROJECTION	FY 2019-20 PROPOSED BUDGET	NET CHANGE FY19 PROJ VS. FY20 PROPOSED	
- Police Salaries	\$4,590,800	\$4,592,333	\$4,545,358	(\$46,974)	-1%
- Overtime	320,000	320,000	340,000	\$20,000	6%
- School Security	130,000	185,802	0	(\$185,802)	-100%
- Social Security	308,000	391,017	276,476	(\$114,541)	-29%
- Retirement	1,118,000	1,325,841	1,042,754	(\$283,087)	-21%
- Group Health Insurance	714,000	712,364	686,000	(\$26,364)	-4%
- Other fringe benefits	103,000	(77,096)	227,394	\$304,491	-395%
Total Personnel Services	7,283,800	7,450,260	7,117,983	(\$332,278)	-4%
Fleet Maintenance & Operations	473,400	499,180	534,498	\$35,318	7%
Insurance	266,100	264,902	279,300	\$14,398	5%
County Overhead Cost	479,700	493,172	496,062	\$2,890	1%
TOTAL PATROL SERVICES	\$8,503,000	\$8,707,514	\$8,427,843	(\$279,671)	-3.2%

- **Ground Maintenance & Right-of-Way Services** - Currently the Town provides high levels of services, however severe austerity measures were taken by deferring the number of mulch and sand refurbishment cycles, tree trimming throughout all corridors of the town, replacement of playground amenities.
- **Legal Fee Settlement/Reserves** – A reserve for the potential settlement of legal fees in the case of Michael Pizzi vs town of Miami Lakes is included in Non-Departmental. This amount is the balance carried over from the prior year's reserve for legal fees. (\$342,500)
- **Inter-fund Reimbursements** – During the normal course of business, the General Fund provides administrative, legal, accounting and technical support to the proprietary and special revenue funds. As such, these Funds reimburse the General Fund a percentage of total cost for services provided, which is shown as an offset to salaries in Administration Department for transparency purposes. These include the Building Department (\$189,673), Stormwater Utility (\$76,948), CITT Peoples Transportation Plan (\$62,500) and the six Special Taxing Districts (\$168,510).
- **Committees** – The FY 2020 Budget provides for a total allocation of \$231,850 to the Committees. However, the following committees have requested an increase in their budgets, justifications of which were presented to Council at the 2nd Budget Workshop held on July 8, 2019:
 - Cultural Affairs - \$20,450
 - Economic Development - \$1,500
 - Educational Advisory Board - \$3,700
 - Neighborhood Improvement - \$3,000
 - Public Safety - \$1,600
 - Youth Activity Task Force - \$12,250If approved, this increases the total Committees' budgets by \$42,500 for a total of \$274,350.
- **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 2017-18 Comprehensive Annual Financial Report (CAFR), the General Fund unassigned fund balance at the beginning of FY 2018-19 was \$5,048,869. From this amount, \$836,000 has been earmarked for Hurricane Irma expenses that are not expected to be reimbursed by FEMA. During the year, Council approved carryforward from the General Fund balance totaling \$1,275,000: this includes a reserve for legal fees (\$400,000), funding for parks improvement and beautification projects (\$717,670), and projects that commenced but were not completed in the prior year (\$157,330). This reduced the fund balance to \$2,937,869.

The General Fund operations at the end of FY 2018-19 are expected to result in a surplus of approximately \$342,500 which represents the balance from the legal reserves, and which have been re-budgeted in FY 2019-20. Therefore, the fund balance is expected to remain at \$2,937,869.

The Town's reserve policy ordinance requires that we maintain 15% of budgeted general fund expenditures on hand as a reserve whenever possible. Given that, \$2,498,000 from the fund balance is required to remain as Reserves, which leaves the Town with an unrestricted reserve of \$439,869.

Conclusion

The development of the General Fund Budget was a challenging task, but we are pleased to present a structurally balanced budget that provides a responsible allocation of public resources that maintains the Town of Miami Lakes as a safe, attractive and vibrant community. This budget adequately provides for the operational needs of the Town with no 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.

ATTACHMENTS:

Resolution
Position Summary

TOWN OF MIAMI LAKES

Positions by Department

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	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>						
Deputy Town Clerk	0	0	0	0	0	
PT Sub-Total	0	0	0	0	0	
Town Administration						
<i>Full Time</i>						
Town Manager	1	1	1	1	1	
Deputy Town Manager	1	1	1	1	1	
Chief Financial Officer	1	1	1	1	1	
Administration Services Manager	1	1	1	1	0	Reclassified to Procurement Manager
Strategic & Performance Improvement Manager	0	0	0	1	1	
Comptroller/Senior Accountant	1	1	1	1	1	
Budget Officer	1	1	1	1	1	
Accountant	1	1	1	1	1	
Procurement Manager	1	1	1	0	1	
Procurement Specialist/Secretary	1	1	1	1	1	
Assistant to the Town Manager	1	1	1	1	1	
Special Projects Manager	0	0	0	1	1	Liaison for Special Taxing Districts
Accounting Technician	0	1	1	1	1	
Grants Writer	1	1	1	1	1	
FT Sub-Total	11	12	12	13	13	
<i>Part Time</i>						
HR Specialist	1	1	1	1	1	
Receptionist	0	1	1	1	1	
PT Sub-Total	2	2	2	2	2	
Building and Zoning						
<i>Full Time</i>						
Building Official	1	0	0	0	0	
Chief Building Inspector	1	0	0	0	0	
Senior Building Inspector	1	0	0	0	0	
Permit Clerk Supervisor	1	0	0	0	0	
Permit Clerk	3	0	0	0	0	
Facilities Maintenance Coordinator	1	0	0	0	0	
Records Management - Scanning	1	0	0	0	0	
FT Sub-Total	9	0	0	0	0	
<i>Part Time</i>						
Zoning Official	1	2	2	2	2	
Permit Clerk	0	0	0	0	0	
PT Sub-Total	1	2	2	2	2	
Code Compliance						
<i>Full Time</i>						
Director of Administration	0	0	0	0	0	
Code Compliance Manager	1	1	0.5	0.5	0.5	Partially funded in Building Department
Code Compliance Supervisor	0	0	1	1	1	
FT Sub-Total	1	1	1.5	1.5	1.5	

TOWN OF MIAMI LAKES

Positions by Department

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Comments
Planning						
<i>Full Time</i>						
Planning Director	1	1	1	0	0	
Principal Planner	0	0	0	1	1	
Planning Technician	1	1	0	0	0	
FT Sub-Total	2	2	1	1	1	
Parks and Recreation						
<i>Full Time</i>						
Chief of Operations	0.5	0.5	0.5	0.5	0	Reclassified to Parks and Recreation Director
Parks & Recreation Director	0	0	0	0	1	
Greenspace Maintenance Superintendent	1	1	1	1	1	
Arborist/Field Inspector	1	1	1	1	1	
Business Operations Supervisor	1	1	0	0	0	
Parks & Athletics Manager	1	1	1	1	1	
Leisure Services Manager	1	1	1	1	1	
Programs Coordinator	2	2	2	3	3	
Leisure Services Specialist	1	1	1	1	1	
Leisure Services Specialist/Office Specialist	1	1	1	1	1	
FT Sub-Total	9.5	9.5	8.5	9.5	10	
<i>Part Time</i>						
Leisure Services Specialist	2	0	0	0	0	
PT Sub-Total	2	0	0	0	0	
<i>Part Time/Seasonal</i>						
Crossing Guards P/T	7	7	7	7	7	
PT/Seasonal Sub-Total	7	7	7	7	7	
Communication and Community Affairs						
Community Outreach & Engagement Director	1	1	1	1	1	
Community Outreach & Engagement Manager	1	1	0	0	0	
Communications & Economic Development Manager	0	0	1	0	0	
Committee and Special Events Coordinator	1	1	0	1	1	
Recreation Specialist	0	1	1	0	0	
FT Sub-Total	3	4	3	2	2	
<i>Part-time</i>						
Information Specialist P/T	0	0	1	1	1	
Marketing & Digital Services Specialist P/T	0	0	0	0	1	
Office Clerk P/T	0	0	0	0	1	
PT Sub-Total	0	0	1	1	3	
<i>Seasonal</i>						
Class Instructors	8	8	8	8	8	
Interns	0	0	0	0	0	
Seasonal Sub-Total	8	8	8	8	8	
Public Works and Capital Improvements						
<i>Full Time</i>						
Chief of Operations	0.5	0.5	0.5	0.5	0	Reclassified to Parks and Recreation Director
Public Works Director	0.5	0.5	0.5	0.5	0.5	Partially funded in Stormwater
Public Works Manager	0	0	0	0.5	0.5	Partially funded in Stormwater
Capital Improvement Project Manager				0	1	New Position
Public Works Coordinator	0	0	0	0	1	
Office Specialist	0	0	0	1	0	Reclassified to Public Works Coordinator
FT Sub-Total	1	1	1	2.5	3	

TOWN OF MIAMI LAKES

Positions by Department

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Comments
GENERAL FUND SUMMARY						
Full time	40	32.5	30	32.5	33.5	
Part time	5	4	5	5	7	
Seasonal	8	8	8	8	8	
Part Time/Seasonal	7	7	7	7	7	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Carlos Alvarez
Subject: K-9 Cove Parking Lot
Date: 7/16/2019

Recommendation:

I would like for our Mayor and Councilmembers to consider adding the K-9 Cove Parking lot to the Strategic Master Plan.

Fiscal Impact: Minimal (only adding to STRAP- project itself will have added fiscal impact)

Guiding Principles: 1,9,11 and 13

Objectives: 1.2, 1.6, 2.1, 2.2, and 2.4



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Fairway Drive Traffic Calming
Date: 7/16/2019

Recommendation:

We have seen too many life threatening incidents on Fairway Drive. In my view, this is caused in part because this road is long and lacks any curves that would encourage drivers to slow down. I propose initiating a traffic study on this road to study whether it meets the requirements for traffic calming measures. This study must be conducted during the 2019-2020 MDCPS school year.

Fiscal Impact: \$38,000 approximately
Guiding Principles: 1, 2, 6, 14
Objectives: 1.2, 1.5, 1.6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Marilyn Ruano
Subject: Mobility Fee
Date: 7/16/2019

Recommendation:

I would like to request an update on the mobility fee review.

Fiscal Impact: Minimal

Guiding Principles: 1, 2, 9, 14

Objectives: 1.1 - 1.10



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Vice Mayor Nelson Rodriguez
Subject: Committee Events Consolidation
Date: 7/16/2019

Recommendation:

In the past several months I've attended several events that I believe could have been combined. One example is the Hurricane Preparedness event and the Home Improvement event which were held on two different Saturdays. Both these events could have been combined to save time and money. The Town hosts close to 115 events yearly and each event has a cost as well as an employee cost to be present.

Thus, I motion for the Committee Chairs and the Town staff liaisons to have the quarterly mandatory meetings and for Town staff to recommend coordination of events so that they can be combined.

Fiscal Impact: Minimal

Guiding Principles: 2,3,12,14

Objectives: 5.1, 5.2, 5.3



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Miami Lakes Independent Zip Code
Date: 7/16/2019

Recommendation:

I would like to motion to pass a resolution where we formally support S.1347 - 116th Congress (2019-2020) by Senator Marco Rubio and H.R.377 - 116th Congress (2019-2020) by Congressman Mario Diaz-Balart. These bills would designate a single, unique Zip Code to the Town of Miami Lakes.

Fiscal Impact: Minimal
Guidelines: 2, 14
Objectives: 3, 5

ATTACHMENTS:

Description

H.B. 377 by Congressman Mario Diaz-Balart

S.B. 1347 by Senator Marco Rubio

H.R.377 - To establish new ZIP codes for certain communities, and for other purposes.

116th Congress (2019-2020) | [Get alerts](#)

Sponsor: [Rep. Diaz-Balart, Mario \[R-FL-25\]](#) (Introduced 01/09/2019)
Committees: House - Oversight and Reform
Latest Action: House - 01/09/2019 Referred to the House Committee on Oversight and Reform. ([All Actions](#))
Tracker: **Introduced** Passed House Passed Senate To President Became Law

Summary(1) **Text(1)** Actions(2) Titles(1) Amendments(0) Cosponsors(4) Committees(1) Related Bills(0)

There is one version of the bill.

Text available as: XML/HTML | [XML/HTML \(new window\)](#) | [TXT](#) | [PDF](#) (PDF provides a complete and accurate display of this text.) ?

Shown Here:
Introduced in House (01/09/2019)

116TH CONGRESS
1ST SESSION

H. R. 377

To establish new ZIP codes for certain communities, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 9, 2019

Mr. DIAZ-BALART (for himself, Mr. ZELDIN, Ms. MENG, Mr. ROONEY of Florida, and Mrs. DEMINGS) introduced the following bill; which was referred to the Committee on Oversight and Reform

A BILL

To establish new ZIP codes for certain communities, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. ESTABLISHING NEW ZIP CODES.

Not later than 270 days after enactment of this Act, the United States Postal Service shall designate a single, unique ZIP code for, as nearly as practicable, each of the following communities:

- (1) Miami Lakes, Florida.
- (2) Flanders, Northampton, and Riverside in the Town of Southampton, New York.
- (3) Ocoee, Florida.

- (4) Oakland, Florida.
- (5) Glendale, New York.
- (6) Village of Estero, Florida.

All Information (Except Text) for S.1347 - A bill to require the United States Postal Service to designate a single, unique ZIP code for particular communities.

116th Congress (2019-2020) | [Get alerts](#)

[« Back to this bill](#)

Sponsor: [Sen. Rubio, Marco \[R-FL\]](#) (Introduced 05/07/2019)

Committees: Senate - Homeland Security and Governmental Affairs

Latest Action: Senate - 05/07/2019 Read twice and referred to the Committee on Homeland Security and Governmental Affairs. ([All Actions](#))

Tracker: **Introduced** Passed Senate Passed House To President Became Law

There is 1 version of this bill. [View text »](#)

Click the check-box to add or remove the section, click the text link to scroll to that section.

☒ [Titles](#) ☒ [Actions Overview](#) ☒ [All Actions](#) ☒ [Cosponsors](#) ☒ [Committees](#) ☒ [Related Bills](#) ☒ [Subjects](#) ☒ [Latest Summary](#) ☐ All Summaries

Titles (1)

Official Titles

Official Titles - Senate

Official Titles as Introduced

A bill to require the United States Postal Service to designate a single, unique ZIP code for particular communities.

Actions Overview (1)

Date

05/07/2019 Introduced in Senate

All Actions (1)

Date

05/07/2019 Read twice and referred to the Committee on Homeland Security and Governmental Affairs.
Action By: Senate

Cosponsors (0)

No cosponsors.

Committees (1)

Committees, subcommittees and links to reports associated with this bill are listed here, as well as the nature and date of [committee activity](#) and [Congressional report](#) number.

Committee / Subcommittee	Date	Activity	Reports
Senate Homeland Security and Governmental Affairs	05/07/2019	Referred to	

Related Bills (0)

As of 07/03/2019 no related bill information has been received for S.1347 - A bill to require the United States Postal Service to designate a single, unique ZIP code for particular communities..

Subjects (0)

One [Policy Area](#) term, which best describes an entire measure, is assigned to every public bill or resolution.

Latest Summary (0)

A summary is in progress.

116TH CONGRESS
1ST SESSION

S. 1347

To require the United States Postal Service to designate a single, unique
ZIP code for particular communities.

IN THE SENATE OF THE UNITED STATES

MAY 7, 2019

Mr. RUBIO introduced the following bill; which was read twice and referred
to the Committee on Homeland Security and Governmental Affairs

A BILL

To require the United States Postal Service to designate
a single, unique ZIP code for particular communities.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. ZIP CODES.**

4 Not later than September 30, 2019, the United
5 States Postal Service shall designate a single, unique ZIP
6 code for, as nearly as practicable, each of the following
7 communities:

8 (1) Ocoee, Florida.

9 (2) Miami Lakes, Florida.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Carlos Alvarez
Subject: Repaving of NW 82nd Ave
Date: 7/16/2019

Recommendation:

I would like for our Mayor and Councilmembers to consider adding the repaving of NW 82nd Ave (Montrose Ave) from NW 154th Street to Oak Lane, as part of the the Strategic Master Plan.

Fiscal Impact: Minimal (for adding to STRAP Plan – project cost = \$263,000)

Guiding Principles: 1, 9, 11, 13, 14

Objectives: 1.6, 2.1, 2.4, 6.6



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Temporary Dog Park Traffic Calming
Date: 7/16/2019

Recommendation:

Public safety is the first guiding principle of our 10 year Strategic Master Plan. In that spirit, I propose waiving the requirements for the implementation of of traffic calming devices in order to install the same temporary speed bumps contemplated as part of our NW 79th Avenue traffic calming initiative near K-9 Cove as a stop gap measure until the Town eventually builds parking spaces adjacent to the dog park.

Fiscal Impact: \$2,800 (this is an FDOT road; hence FDOT will need to approve)

Guiding Principles: 1, 2, 6, 14

Objectives: 1.2, 1.5, 1.6, 2.4,



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Marilyn Ruano
Subject: Homes flooding in Royal Oaks
Date: 7/16/2019

Recommendation:

On June 18th, 2019, the Public works Director, Carlos Acosta, and I had the pleasure of meeting with a group of residents from the west side of Royal Oaks who have been battling extreme flooding conditions on their block for years. Mr Tony Tamayo has come before the council to bring this problem to our attention in the past.

I am attaching several pictures they shared at our meeting. These pictures clearly show the magnitude of the problem they are facing. They have purchased pumps to pump the water out of their garages in order to keep the water from entering the living areas of their homes. This is a situation that requires our immediate attention.

During our meeting, we reviewed the plans for a drainage project that was completed on that block years ago and discussed several options that may alleviate the flooding. I would like to direct the public works department to design a effective drainage project for these residents. Upon design public works would come back to the council to discuss funding of said project.

Fiscal Impact: \$40,000 approximately
Guiding Principles: 2, 14
Objectives: 4.4,

ATTACHMENTS:

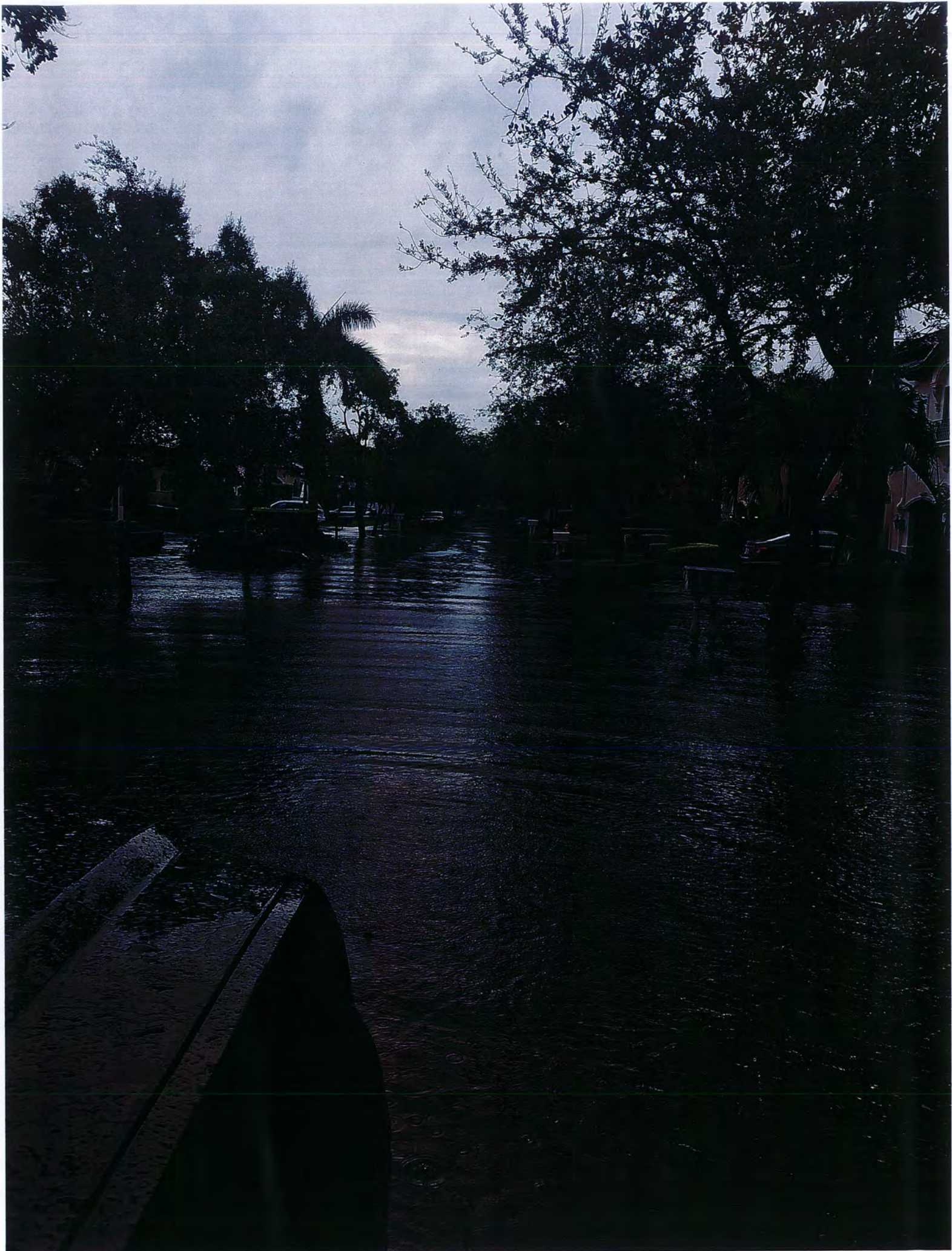
Description

Supporting Documents - Photos













Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: Naming of Courtyard at ROP
Date: 7/16/2019

Recommendation:

I'd like to recommend that the Town name the new courtyard area at Royal Oaks Park after Breanna Vergara. As many of you know Breanna passed away from a rare heart condition that could have been prevented. The Breanna Vergara Foundation has made many amazing strides in preventing childhood deaths by providing free AEDs for local schools and parks. They have also done an incredible job of bringing attention to the need for Pediatric ECGs preventing hundreds of pediatric deaths.

Fiscal Impact: Moderate
Guiding Principles: 2, 3, 4
Objectives: 2.1, 2.2, 2.4



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Volunteer Florida
Date: 7/16/2019

Recommendation:

During our legislative trip to Tallahassee, we met with Volunteer Florida. Volunteer Florida is launching Volunteer Connect as it 'provides a simple platform for connecting to meaningful volunteer service.' I would like to motion to direct staff to register the Town with Volunteer Connect so Miami Lakes can be an official partner of Volunteer Florida.

Fiscal Impact: Minimal
Guidelines: 2,3,4,12,14
Objectives: 5



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Elected Officials Transition Procedures Act
Date: 7/16/2019

Recommendation:

In keeping with my series of good government initiatives, I would like to codify the following procedures for transitioning new elected office holders into office:

1. Provide the following documents within 5 days of an election's certification or appointment of a Council Member:
 - Most current version of the Miami Lakes Town Charter;
 - Most current version of the Council Rules and Procedures;
 - Most current version of Robert's Rules of Order;
 - Most current version of the Procurement Ordinance and an abbreviated hand out of procurement procedures with ordinance citations;
 - White Paper concerning the Open Meeting and Open Records laws of Florida aka "Sunshine Laws";
 - Most current hand out from the State of Florida or Miami-Dade County concerning Ethics Laws;
 - Hand out of the Land Use and Zoning Process; and
 - A video copy of a recorded, basic Robert's Rules of Order workshop.
2. Orientation meeting with the Town Manager and any appropriate employee to discuss the following no later than the first Council Meeting the newly elected official or appointed Council Member is expected to begin their service:
 - Basic budgetary procedure;
 - Basic overview of budget by area; and
 - Overview of the Miami Lakes legislative process.
3. Orientation meeting with the Town Attorney to discuss the following within sixty (60) days of an election's certification in which a new elected official is elected or from the appointment of a new Council Member:
 - The Town Manager-Town Council Relationship;
 - The Council's role in the land use and zoning context including legal standards and evidence requirements; and
 - Highlights of Sunshine Laws and key exceptions and commonly used procedures;
 - The status of pending litigation against the Town.

4. Orientation meeting with the Council Assistant to discuss the following within fifteen (15) days of an election's certification or the appointment of a Council Member:

- Select office space;
- Select preferred meeting briefing dates and times;
- Discuss Council Member's preferred arrangement for constituent meetings, communications devices, etc.; and
- Discuss the Council Member's ability to utilize mailings, e-mail lists, etc. to communicate with the public.

For candidates who are elected unopposed, the procedures and requirements described herein may be invoked sooner by written request of the unopposed candidate directed to the Town Council and with the Council's affirmative majority vote. In such instance, the deadlines contained herein shall begin to run from the date of the affirmative majority vote.

The purpose of these procedures is to codify and enhance the informal transition procedures currently used and to prepare newly appointed or elected officials for their public duties while also enhancing their effectiveness and reducing staff and council meeting times.

The short title of these requirements and procedures in the Code will be the "Elected Officials Transition Procedures Act".

Fiscal Impact: Minimal

Guiding Principles: 3, 4, 14

Objectives: 5.1 - 5.3



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Nelson Rodriguez
Subject: Trash and Waste pickup
Date: 7/16/2019

Recommendation:

* This item requires the waiver of Section 7.2 of the Special Rules of Order

After contemplating Council Member Dieguez' item on additional bulk waste pickup and the County's notice of the upcoming waste fee increase, I'm requesting that the Town Staff begin a review of other trash pickup alternatives.

Several cities in Northwest Dade have contracted out there residential trash service at saving to their residents.

Fiscal Impact: Miminal

Guiding Principles: 1,2, 3, 6,14

Objectives: 2.1,



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: The Mayor's Back to School Beyblade Challenge Night
Date: 7/16/2019

Recommendation:

The Mayor's Back to School Beyblade Challenge Night I would like to motion to utilize the Miami Lakes Youth Center one weeknight before school starts to host "The Mayor's Back-To-School Beyblade Challenge Night."

Fiscal Impact: Minimal
Guidelines: 2,14
Objectives: 5



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Franchise Fee Restrictive Ordinance
Date: 7/16/2019

Recommendation:

*This item requires waiver of Section 6.9 and 7.2 of the Special Rules of Order

I would like to discuss imposing restrictions on the use of money derived from the Franchise Fee by way of an Ordinance.

Fiscal Impact: Minimal

Guiding Principles: 2, 3, 4, 14

Objectives: 1.3, 1.4, 1.5, 1.8, 1.10



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Taxpayer Transparency Act
Date: 7/16/2019

Recommendation:

*This item requires the waiver of Section 7.2 of the Special Rules of Order

I would like to provide Miami Lakers with a 2019-20 receipt that showcases what their property taxes paid for.

Here's an article and a video detailing the taxpayer receipt:

<https://www.localdvm.com/news/i-270/montgomery-county-first-in-the-region-to-introduce-taxpayer-receipt-module/>

Here's Montgomery County taxpayer receipt portal:

<https://www.montgomerycountymd.gov/OPI/tax-receipt.html>

Fiscal Impact: Minimal

Guiding Principles: 2, 3, 4, 6, 14

Objectives: 5.1, 5.2, 5.3, 6.1, 6.2,

ATTACHMENTS:

Description

News Article on Taxpayer Receipt

- [News](#)

Montgomery County first in the region to introduce taxpayer receipt module

I-270

The website will give residents a breakdown of how taxes are being spent

by: [Shennekia Grimshaw](#)


Posted: Jul 1, 2019 / 08:08 PM UTC / Updated: Jul 1, 2019 / 08:08 PM UTC

ROCKVILLE, Md. (WDVM) — Montgomery County is the first in the region to introduce a new taxpayer receipt module.

Montgomery County Executive Marc Elrich revealed the new website to give residents insight on how their tax dollars will support the county's fiscal year budget. The county's budget director, Rich Madaleno, says the online tool will enable taxpayers to see how their estimated local income and property taxes will support budgeted services from now to June of next year.

"This is now an opportunity for individuals to know exactly what they're getting for their dollar," said Rich Madaleno, Montgomery County Executive Office.

Homeowners will have an estimated value on the website that will show how their tax dollars are spent by the county for education, public safety, transportation, and other services.



YOUR TAXPAYER RECEIPT

THRIVING YOUTH AND FAMILIES A GROWING ECONOMY GREENER COUNTY EASIER COMMUTES A MORE AFFORDABLE AND WELCOMING COUNTY SAFE NEIGHBORHOODS EFFECTIVE, SUSTAINABLE GOVERNMENT

Your Montgomery County Taxpayer Receipt shows how a resident's estimated local income and property taxes support budgeted services provided by the County in during Fiscal Year 2020 (July 1, 2019 - June 30, 2020). To get your receipt, you will need to enter your estimated income and, if you own your home, its estimated value to see an itemized list of how each tax dollar is utilized by the County for education, public safety, transportation, and more.

[View Taxpayer Receipt](#)

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Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Josh Dieguez
Subject: Modified Freebee Operating Hours
Date: 7/16/2019

Recommendation:

* This item requires the waiver of Section 6.9 and 7.2 of the Special Rules of Order.

I would like to discuss modifying the Freebee hours operating for extended service on Friday and Saturday by starting Freebee service at 9:00 am on weekdays. This is in line with many municipalities and can become a selling point to and for businesses in or thinking of locating to Miami Lakes.

Fiscal Impact: Moderate

Guiding Principles: 2, 3, 14

Objectives: 1.3, 1.5, 1.7, 1.8, 1.9, 1.10

ATTACHMENTS:

Description

Supporting Documents



10am-8pm (Mon-Thurs)

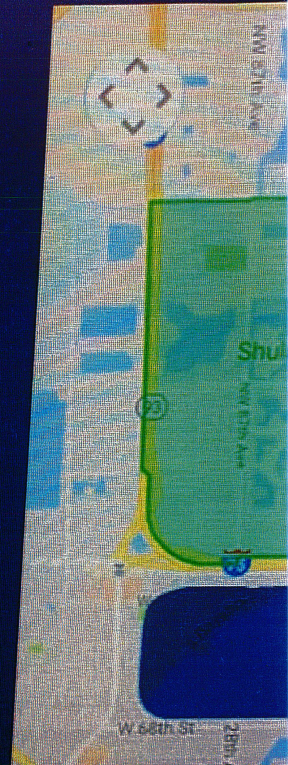
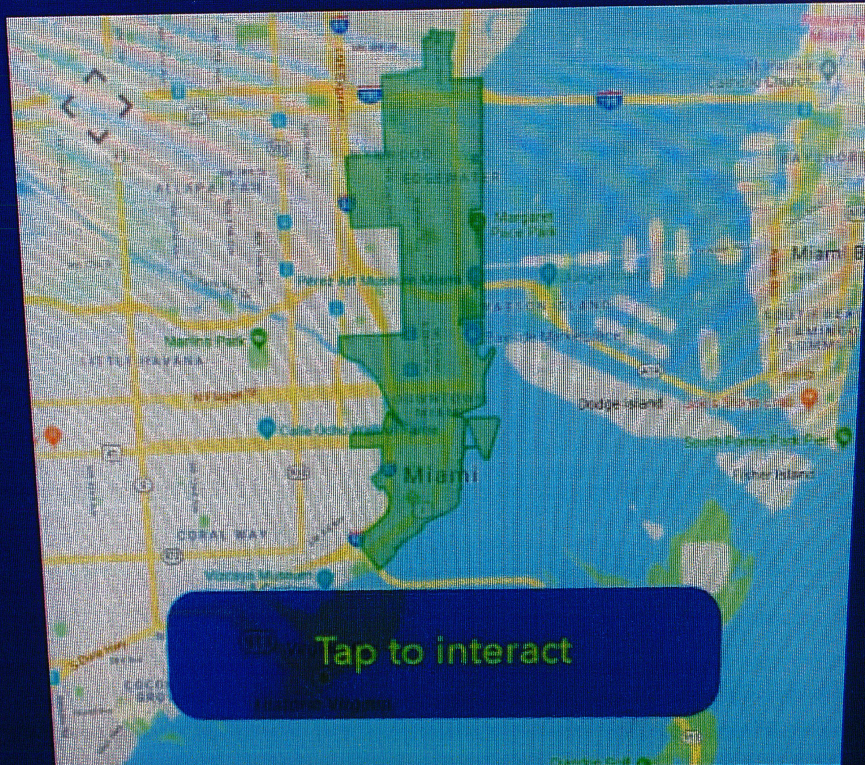
ABOUT

APP

SERVICE

11am-11pm (Fri-Sat)

10am-4pm (Sun)



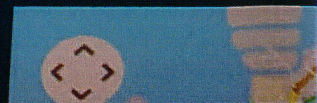
MIAMI

(Brickell, Downtown, Wynwood, Edgewater,
Midtown, Design District)

Hours of Operation:

11am-11pm (Sun-Thurs)

11am-2am (Fri-Sat)

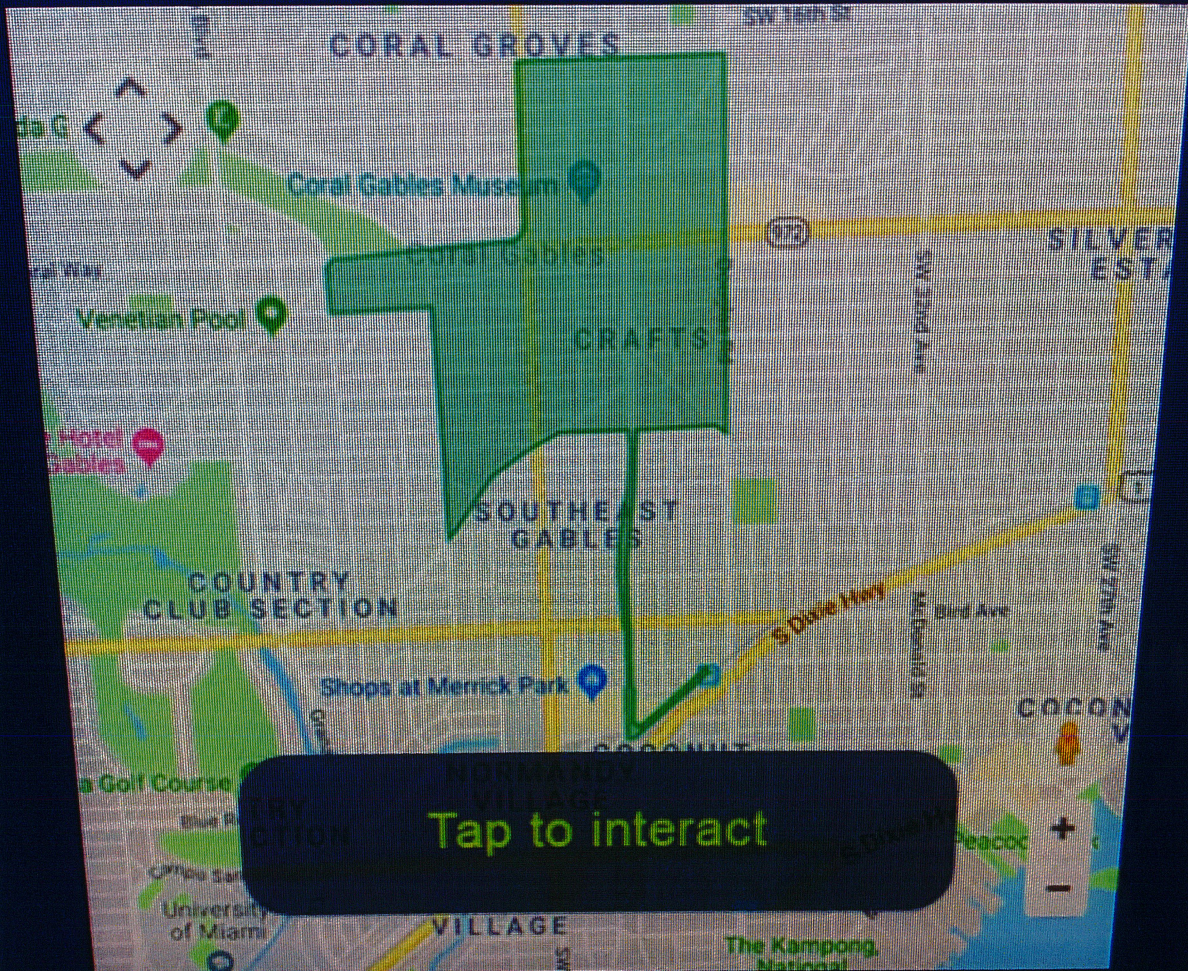
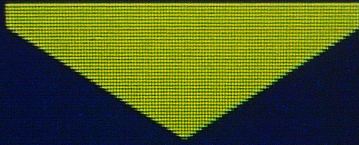


Master Meetin...



GLOBAL INSU...

DOCKET.COM



CORAL GABLES

Hours of Operation:
10am-10pm (Mon-Sun)





Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Participatory Budgeting - Vox Populi Budgeting - Door to Door Budgeting
Date: 7/16/2019

Recommendation:
This is an informational report



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: 2020 Florida Legislative Priorities & Funding Requests
Date: 7/16/2019

Recommendation:

The 2020 Legislative Session begins Jan. 14th. Submission of appropriations project requests to start as soon as possible.

This report is informational



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Edward Pidermann, Town Manager
Subject: Town Manager Monthly Police Activity Report
Date: 7/16/2019

Recommendation:

Please see attached report.

This report is informational.

ATTACHMENTS:

Description

TML Monthly Council Meeting Crimes Report

TML 74Y-June Report



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

June 30, 2019

Section 1 – COMPSTAT CRIMES

<i>Crime</i>	Auto Theft (42 incidents as of 06/30/2019. Date of last incident 06/22/2019)
<i>Statistical Info</i>	44 Incidents PYTD
<i>Trends</i>	Vehicles stolen overnight from commercial plazas and apartment complex parking lots.
<i>Action Taken</i>	<ul style="list-style-type: none"> • Officers have been assigned directed patrols. They are directed to remain highly visible at the various commercial plazas, apartment and townhome complexes, and hotels in their respective areas. • Current auto theft information as well as BOLOs and Informational flyers are regularly shared with the TML Officers. • Details are being scheduled for increased police visibility.
<i>Crime</i>	Theft – (61 incidents as of 06/30/2019. Date of last incident 06/21/2019)
<i>Statistical Info</i>	64 Incidents PYTD
<i>Trends</i>	Retail Theft, Unattended Property
<i>Action Taken</i>	<ul style="list-style-type: none"> • Officers continue to be assigned Directed Patrols at all shopping plazas in their assigned areas in order to provide greater visibility in an effort to discourage retail theft.

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

<i>Day / Date / Time</i>	Tuesday / May 28, 2019 / 11:00 am
<i>Location</i>	6690 Eaglenest Lane
<p>On Tuesday, May 28, 2019, at approximately 11:00 am, a TML Officer located an unoccupied stolen vehicle parked in the CVS parking lot located at 6690 Eaglenest Lane. Moments earlier, the Officer had received an LPR hit notification of the vehicle traveling eastbound on NW 154 Street from NW 77 Avenue. The Officer requested the assistance of the TML GIU who in turn established a surveillance of the vehicle. Within a few minutes, the vehicle became occupied and a subject was taken into custody for grand theft auto. The vehicle was reported stolen on May 23, 2019, by the Hialeah Police Department.</p>	



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

June 30, 2019

Day / Date / Time	Friday / June 7, 2019 / 15:00 pm
Location	16600 NW 57 Avenue
<i>On Sunday, June 7, 2019, at approximately 3:00 pm, a TML GIU Detective responded to and investigated a battery incident at the Miami Lakes Auto Mall. Investigation revealed that the victim and an employee were involved in a verbal dispute which escalated when the employee opened the victim's driver door and proceeded to repeatedly punch the victim who was seated inside. The victim sustained a small laceration to his forehead. The subject was arrested for burglary with a battery.</i>	
Day / Date / Time	Friday / June 14, 2019 / 4:00 am
Location	7115 Miami Lakes Drive
<i>On Friday, June 14, 2019, at approximately 4:00 am, a MDPD Robbery Detective arrested a subject for an armed carjacking incident that occurred in the TML on June 13. On that date, the subject approached the driver of a Mercedes Benz as she exited her vehicle at her apartment complex. The subject pointed a firearm at her and demanded her vehicle and purse. The subject then fled in the vehicle but quickly crashed and fled on foot to an awaiting pickup truck. Later that evening, Hialeah Police was conducting a robbery investigation involving three subjects. One of the subjects matched the TML robbery BOLO at which point they contacted the MDPD Robbery Detective. The subject subsequently confessed to the armed carjacking.</i>	
Day / Date / Time	Friday / June 21, 2019 / 3:00 am
Location	7214 Bedlington Road
<i>On Friday, June 21, 2019, at approximately 3:00 am, a TML Officer located three individuals loitering in the Loch Andrews community. Upon observing the approaching police vehicle, the subjects fled across the Shula's Golf Club Course. A perimeter was established and one subject was located and subsequently arrested for loitering and prowling after failing to dispel the officer's concerns for the citizens and property in the area.</i>	
Day / Date / Time	Sunday / June 23, 2019 / 4:00 pm
Location	NW 67 Ave & Miami Lakeway North
<i>On Sunday, June 23, 2019, at approximately 4:00 pm, a TML Officer initiated a traffic stop on a moped for an equipment violation. A records check of the moped's VIN revealed that it was reported stolen on June 6, 2019 by the City of Miami Police Department. The moped driver/operator was subsequently arrested for grand theft auto.</i>	



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Date Range: Jan 01, 2019 - Jun 30, 2019



095 - TOWN OF MIAMI LAKES

	2018 LYTD	2019 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	1	1	0.00%	0
03 Robbery	8	6	-25.00%	-2
04 Larceny (Over)	64	61	-4.69%	-3
05 Auto Theft	44	42	-4.55%	-2
06 Burglary Commercial	4	6	50.00%	2
07 Burglary Residential	14	14	0.00%	0
08 Aggravated Assault	2	8	300.00%	6
09 Aggravated Battery	1	2	100.00%	1
TOTAL:	138	140	1.45%	2



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney's Reports
Date: 7/16/2019

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.

Background:

Michael Pizzi JR. v. Town of Miami Lakes

While the appeal process is ongoing, have been no expenditure in the month of June.
(Criminal Matter)

Juan Valiente v. Miami Lakes

Matter continues to be litigated. Costs and expenses are likely.