

# TOWN OF MIAMI LAKES, FLORIDA

Audio stream of meetings can be listened to after the meetings are held at

<http://miamilakesfl.swagit.com/meeting-categories/>

---

**AGENDA**  
**Regular Council Meeting**  
**July 26, 2016**  
**6:30 PM**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

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

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

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

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

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

7. **ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
8. **APPOINTMENTS:**
9. **COMMITTEE REPORTS:**  
**Youth Activity Task Force**
10. **CONSENT CALENDAR:**  
**A. Approval of Minutes**

- June 7 2016 Regular Council Meeting
- June 11 2016 Budget Workshop
- June 13 2016 Attorney-Client Executive Session

- B. Lease Agreement- Park 55, 6699 Windmill Gate Road. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AS LANDLORD AND THE TOWN OF MIAMI LAKES AS TENANT FOR A PORTION OF THE PREMISES LOCATED AT 6699 WINDMILL GATE ROAD (A/K/A PARK 55); AUTHORIZING EXECUTION OF LEASE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-33, ELECTRICAL SERVICES – AS NEEDED TO ELECTRICAL CONTRACTING SERVICE, INC. AND AUM CONSTRUCTION INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF CUSTODIAL SERVICES AT EAST PARK YOUTH CENTER AND POCKET PARK PLAYGROUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF WESTON CONTRACT 2015-04 WITH BEL AIR MAINTENANCE, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED THE CONTRACT FOR PARK AQUATIC AREA MAINTENANCE SERVICES BETWEEN DEANGELO BROTHERS, LLC DBA AQUAGENIX, INC. AND THE TOWN OF MIAMI LAKES IN THE ANNUAL AMOUNT OF \$17,500 BY WAIVING THE COMPETITIVE PROCUREMENT BIDDING PROCESS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY 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; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF FENCING INSTALLATION FOR THE DOG RECREATION AREA AND MINOR FENCING SERVICES AT OTHER SITES ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF MIAMI BEACH CONTRACT 40-11/12 WITH RONALD M. GIBBONS, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS**

**AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (REY)**

- G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CONTRACT 2015-43 FOR BUS DRIVER SERVICES WITH MV CONTRACT TRANSPORTATION, INC. TO PROVIDE FOR A TEMPORARY 90 DAY CONTRACT EXTENSION; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- H. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA REQUESTING AN ALS TRANSPORT UNIT FOR MIAMI LAKES FIRE RESCUE STATION 64; PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE (Rodriguez)**

**11. ORDINANCES-FIRST READING:**

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN LAND DEVELOPMENT CODE BY AMENDING ARTICLE VII, SECTION 13-1701, LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)**

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

- A. SIGN CODE ORDINANCE. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE BY AMENDING ARTICLE IX, SECTIONS 13-1901 THROUGH 13-1905, ADDING SECTIONS 13-1906 AND 13-1907; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey/Gastesi)**
- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING AMENDMENTS TO THE TRANSPORTATION ELEMENT AND THE CAPITAL IMPROVEMENTS ELEMENT OF THE GOALS, OBJECTIVES AND POLICIES OF THE TOWN OF MIAMI LAKES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND REQUIRED REVIEW AGENCIES FOR REVIEW; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey/Pizzi)**

**13. 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 item on the Board’s agenda is quasi-judicial in nature. An opportunity for persons to speak on this item will be made available after the applicant and staff have made their presentations on the 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.**

**SITE PLAN AMENDMENT FOR PROPERTY LOCATED AT 16336 OAK WALK. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING WITH CONDITIONS A REQUEST IN ACCORDANCE WITH SECTION 13-304 AND SECTION 13-445 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN AMENDMENT FOR THE ADDITION OF ENCLOSED AIR-CONDITIONED SPACE TO AN EXISTING TOWNHOUSE UNIT; FOR PROPERTY LOCATED AT 16336 OAK WALK, MIAMI LAKES, FLORIDA; FOLIO NUMBER 32-2013-004-0100, IN THE RU-TH 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. (Rey)**

**14. RESOLUTIONS:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED FOR FISCAL YEAR 2015-2016 BY ORDINANCE NO. 15-186, AS AMENDED BY ORDINANCE NO. 16-190 AND NO. 16-193; MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA ESTABLISHING AN AUDITOR SELECTION COMMITTEE PURSUANT TO SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR COMMITTEE MEMBERSHIP; PROVIDING FOR THE DUTIES OF THE AUDITOR SELECTION COMMITTEE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE WITH THE AUDITOR; AND PROVIDING FOR AN EFFECTIVE**

**DATE. (REY)**

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME, AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2016-2017; AUTHORIZING THE TOWN MANAGER TO CHANGE BUDGET HEARING DATES IF NEEDED; DIRECTING THE TOWN CLERK TO SERVE THIS RESOLUTION ON THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**

**15. NEW BUSINESS:**

- A. Accelerating Economic Development (Lama)**
- B. CPR Awareness and Training Event (Mestre, Rodriguez)**
- C. On Site Visit for Oak Trees (Rodriguez, Mestre)**
- D. Miami Dade Fire Impact Fees - New Fire Rescue Truck (Cid)**
- E. Budget Reform (Pizzi)**
- F. Uber (Lama, Rodriguez)**
- G. Mosquito Spraying (Mestre)**
- H. Miami-Dade Police Department Forfeiture (Cid)**
- I. Citizen Input and Customer Service (Pizzi)**
- J. Landscaping and Tree Trimming Review (Pizzi)**
- K. Lighting Town Hall Blue (Mestre)\***

**\*This report requires a waiver of Section 7.2 of the Special Rules of Order of the Town of Miami Lakes.**

**16. MAYOR AND COUNCILMEMBER REPORTS:**

- A. ALS Transport Unit for Station 64 (Rodriguez)**
- B. BTR Letter (Cid)**
- C. Meetings on traffic initiatives, including MPO, 154th Street Bridge and NW 170th Street (Pizzi)**
- D. Facebook Ads (Cid)**
- E. Need for Fire Rescue at Miami Lakes Fire Stations (Pizzi)**
- F. Zip Code Update (Cid)**

**\*This report requires a waiver of Section 6.7 of the Special Rules of Order of the Town of Miami Lakes.**

**17. MANAGER'S REPORT:**

- A. Comprehensive Annual Financial Report (CAFR) FY2015**
- B. Request by Cultural Affairs Committee for Reallocation of Funds**

18.

**ATTORNEY'S REPORT:**

**A. Status on Pizzi Litigation & Attorney's Fees**

**B. F71-1, LLC and F69-1, LLC v. Town of Miami Lakes**

**ADJOURNMENT:**

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at [miamilakes-fl.gov](http://miamilakes-fl.gov) and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

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

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



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Mayor and Councilmembers**

**From: Youth Activity Task Force**

**Subject: Youth Activity Task Force**

**Date: July 26, 2016**

---

### **Recommendation:**

Please see attached report

### **Attachments:**

**Committee Report July 2016**

# Town of Miami Lakes: Youth Activities Task Force Report to the Town Council July 26, 2016

**MEMBERSHIP:**

<b>Name</b>	<b>Committee Position</b>
Lynn Ancel Matos	Chair
Brian Rodriguez	Vice Chair, Member
Christina Delgado	Treasurer, Student
Lauren Paulet	Secretary, Student
Victoria Rodriguez	Historian, Student
Marge Wessel*	*Honorary Member
Daniel Gonzalez	Member
Daylin Figueroa-Garcia	Member
Leticia Delgado	Member
Natalie M. Martinez	Student
Katherine Duarte	Student
Robin Brown-Beamon	Member
Angela Ortiz	Member
Officer Juan Rodriguez	Town of Miami Lakes Police Officer

## BUDGET 2015-2016: \$37,100. SCHEDULE of EVENTS:

<b>Event</b>	<b>Date</b>	<b>Budget</b>	<b>Attendance</b>
Just Run	10/13/15	\$1,000	See notes below
Halloween	10/31/15	\$7,350	See notes below
Moves At The Park	11/20/15	\$14,000	See notes below
Movies at the Park	12/18/15	Included	See notes below
15 Year Anniversary*	12/19/15	\$10,000	See notes below
Movies at the Park	1/08/16	Included	See notes below
Movies at the Park	2/5/16	Included	See notes below
Movies at the Park	2/19/16	Included	See notes below
Movies at the Park	3/4/16	Included	See notes below
Movies at the Park	3/18/16	Included	See notes below
Bike Rodeo & Safety Day	3/19/16	\$1,000	See notes below
Spring Fling	3/26/16	\$2,500.	See notes below
Movies at the Park	4/1/16	Included	See notes below
Miami Lakes Rocks	4/23/16	\$1,000.	See notes below
Summer Youth Employment Initiative	04/30/16	\$250.	See notes below

FUTURE PROJECTS: Collaboration with other Town Committees and organizations with events and community affairs.

NEW EVENTS 2015-16: Youth Employment initiative, Winter Festival/15 Year Anniversary.

COMMUNITY SERVICE HOURS PROVIDED YEAR TO DATE – In excess of 5,000.

NUMBER OF EVENT ATTENDEES PROJECTED 2015 - 2016 BUDGET - 7,290

SPONSORSHIPS - \$6,600

\*Budget line item Winter Festival



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Mayor and Councilmembers**

**From: Gina M. Inguanzo, Town Clerk**

**Subject: Approval of Minutes**

**Date: July 26, 2016**

---

### **Recommendation:**

Attached please see the minutes for your review and approval.

Approval of Minutes

- June 7 2016 Regular Council Meeting
- June 11 2016 Budget Workshop
- June 13 2016 Attorney-Client Executive Session

### **Attachments:**

**June 6 2016 Regular Council Meeting**

**June 11 2016 Regular Council Meeting**

**June 13 Attorney Client Executive Session**

**MINUTES**  
**Regular Council Meeting**  
**June 7, 2016**  
**6:30 PM**  
**Government Center**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. CALL TO ORDER:**

Mayor Pizzi called the meeting to order at 6:40 pm.

**2. ROLL CALL:**

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Manny Cid, Tony Lama, Ceasar Mestre, Frank Mingo, Nelson Rodriguez, Vice Mayor Tim Daubert and Mayor Michael Pizzi.

**3. MOMENT OF SILENCE**

Mayor Pizzi called for a moment of silence. Pastor Ralph led the invocation.

**4. PLEDGE OF ALLEGIANCE:**

Lieutenant Colonel Coote led the Pledge of Allegiance.

**5. SPECIAL PRESENTATION:**

Special presentations started at 5:30 pm.

The Mayor and Council presented Marge Wessel with a special recognition as an honorary member of the Youth Activities Task Force. She has been vital for creating opportunities to involve our youth in Miami Lakes. Her successes in the field of sports, education, and equality have made her an integral member of our community.

The Mayor and Council presented a special recognition to the inaugural Girl's Flag Football team at Barbara Goleman Senior High. Through the leadership of Coach Fernandez and Mr. Fogler, Barbara Goleman Senior High ran its inaugural girls flag football season. Coach Fernandez, along with his players, raised funds to foster athletic growth for these talented young ladies of Barbara Goleman Senior High and built this wonderful new program

The Mayor and Council presented a proclamation in honor of Bev Lam to the Boy Scouts Troup 49. Ms. Lam selflessly gave her all to Scouting and the community for countless years.

She embodied a Scout's responsibility to "help other people at all times," to live the Scout Oath and Law, and to leave the world better than she found it.

The Mayor and Council presented Jessica Comellas with a special recognition for her passion and energy to raise funds and create awareness for the Alzheimer's epidemic. For the past couple of years, Jessica has made a tremendous impact through hosting piano-thon events welcoming individuals to listen, donate, and celebrate her grandmother's life—who suffered from Alzheimer's. Her participation will honor her grandmother's legacy and have a lasting impact on those that suffer from this disease.

The Mayor and Council recognized the 7th grade CEA Law Studies students for their life-saving work this past year. They competed in Project Citizen, with an inspiring project honoring our late Miami Lakes resident Breanna Vergara. Through determination and perseverance, they competed and won locally and statewide. Their goal is to pass a statewide law in the 2017 legislative session that will save the lives of minors who suffer from a hidden heart condition.

The Mayor and Council recognized the 8th grade Bobcat Law Society students who placed 3rd in the National We the People Invitational. These dedicated students prepared diligently and their hard work certainly paid off as they excelled in simulated congressional hearings testifying before a panel. They demonstrated their understanding of constitutional principles and opportunities to evaluate, take positions on, and defend historical and contemporary issues.

Matt Surrency recognized Councilman Manny Cid with an award from Florida League of Cities for being a Home Rule Hero.

Mayor Pizzi asked for a 10 minute recess.

## **6. PUBLIC COMMENTS**

Pastor Ralph Rodriguez came before the Town to speak in favor of item 13K to honor the individuals who lost their lives on September 11, 2001.

Attorney Kent Harrison Robbins, came before the Town to speak against agenda item 13E.

Mirtha Mendez came before the Town to provide more information on item 13F regarding the charter amendments.

Maria Kramer came before the Town to speak against item 13E. She stated it is misleading to voters.

Michael Coote came before the Town to speak against item 13G. He stated that if the trees are replaced with Oak trees, they would look just like the black olive trees in 20-30 years.

Roosevelt Bradley came before the Town to speak against Item 13E. He stated he does not want to pay for an Item that sounds like a political ad.

Eladio Jose Arnesto came before the Town to speak against Item 13E. He stated the item sabotages a candidate's campaign through the use of the electoral process and it is a misleading question.

Lynn Matos came before the Town to speak in favor of Item 13H. She stated she is willing to help on behalf of the kids in the community as she has lost friends to drugs.

Alejandro Sanchez came before the Town to speak in favor of Item 13G. He also spoke in favor of 13E, as more people should be informed in our community about the legal fees associated with the Mayor's litigation fees.

Xiomara Pazos came before the Town to speak against Item 13E, as it could cost more taxpayer's money.

Harry Bolinger came before the Town to speak against Item 13E. He felt the non-binding straw ballot would not result in a positive outcome during an election season.

Robert Kruger came before the Town to speak against Item 13E. He stated it is a waste of taxpayer's money.

Miriam Campos came before the Town to speak against Item 13E. She also stated the last election was a waste of money, as people did not vote using the mail-in ballots.

David C. Campos came before the Town to speak against Item 13E. He also stated that the insurance company should be pay for the Mayor's litigation fees.

Lorena Villanueva came before the Town to speak against Item 13E. She stated it would open old wounds and would be misleading as well as instigating. Legal fees should be for a judge to decide, not for Miami Lakes.

Dr. David Bennett came before the Town of Miami Lakes and stated the straw ballot item would not affect Mayor Pizzi, as he is not running for re-election at the present time. He also spoke against Item 13F as the election ballot is already going to be long. Additionally, the Town already voted on these questions during the mail-in ballot special election.

Juan Mayol came before the Town council to speak in favor of items 12B and 12C.

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

Mayor Pizzi requested to combine items 13A and 13I. Mayor Pizzi also requested to add item 13M, to discuss the ordinance sponsored by County Commissioner Jordan requiring municipalities to pay for workforce housing.

The Town Attorney requested to add to the Attorney's Report, an item on the Charter Review Commission.

Councilmember Mestre made a motion to approve the Agenda as reordered. Councilmember Lama seconded the motion and all were in favor.

## **8. APPOINTMENTS:**

Mayor Pizzi appointed Nancy Roberts to the Neighborhood Improvement Committee.

## **9. COMMITTEE REPORTS:**

Roberto Alonzo came before the Town to give the annual report for the Public Safety Committee.

## **10. CONSENT CALENDAR:**

Mayor Pizzi made a motion to approve all the items on the Consent Agenda. Councilmember Manny Cid seconded the motion and all were in favor.

### **A. Approval of Minutes**

- May 3rd 2016 Regular Council Meeting
- May 13th 2016 Special Call Meeting on Injunctive Relief
- May 19th 2016 Meeting with Consul General of Japan

Approved on Consent.

### **B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PROVIDING FOR THE ACCEPTANCE AND CERTIFICATION OF THE RESULTS OF THE MAY 17, 2016 TOWN SPECIAL MAIL BALLOT ELECTION PERTAINING TO AMENDMENTS TO THE TOWN'S CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE. (Gastesi)**

Approved on Consent.

### **C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AWARING CONTRACT FOR INVITATION TO BID (ITB) 2016-32 FOR CANAL SYSTEM MAINTENANCE SERVICES TO SFM SERVICES, INC.; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO**

EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PURCHASE OF AN EMERGENCY BACK-UP GENERATOR FOR GOVERNMENT CENTER FROM PANTROPIC POWER, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO ACCESS THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT WITH CATERPILLAR, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

#### **11. ORDINANCES-SECOND READING (PUBLIC HEARING)**

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 15-186 AND ORDINANCE NO. NO. 16-190; AMENDING THE TOWN'S FISCAL YEAR 2015-2016 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR THE CREATION OF THE MOBILITY FEE TRUST ACCOUNT SUB-FUND WITHIN THE SPECIAL REVENUE FUND; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

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

Mayor Pizzi opened the public hearing. Being that no one wished to speak, the Mayor closed the public hearing.

Councilmember Cid made a motion to approve the Ordinance in second reading and it was seconded by Mayor Pizzi for discussion. Councilmember Daubert made a motion to amend the budget and add money to the budget and go back to \$65,000 for park infrastructure for there to be total WIFI throughout the whole parks. Mayor Pizzi seconded the motion for discussion. The Town Clerk called the roll on the motion to amend and the motion passed 5-2, with Councilmember Lama and Rodriguez voting on opposition.

Mayor Pizzi made a motion to move the budget ordinance on second reading, as amended. The motion received a second from Councilmember Mestre and all were in favor.

## **12. RESOLUTIONS:**

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA EXPRESSING OPPOSITION TO OPENING OF NW 170 STREET AT 1-75 UNTIL FURTHER DATA IS RECEIVED; PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (LAMA)

Councilmember Lama made a motion to approve the resolution. Mayor Pizzi seconded the motion for and all were in favor.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MAKING CERTAIN FINDINGS UNDER THE DEVELOPMENT AGREEMENT APPROVED PURSUANT TO RESOLUTION NO. 11-883 OF THE TOWN COUNCIL, RESOLUTION 15-1336 OF THE TOWN COUNCIL, AND ORDINANCE 16-192 OF THE TOWN COUNCIL, CONFIRMING AVAILABILITY OF THE TOWN OF MIAMI LAKES MOBILITY FEE ORDINANCE TO SATISFY THE TOWN; TRANSPORTATION CONCURRENCY REQUIREMENTS FOR THE RESIDENTIAL DEVELOPMENT OF THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE NW 87 AVENUE AND NORTHWEST 154 STREET AND IDENTIFIED BY MIAMI DADE COUNTY TAX FOLIO NO. 32-2016-000-0020 (“DUNWOODY LAKE”); AND PROVIDING FOR AN EFFECTIVE DATE (REY).

Attorney Nancy Stroud spoke on behalf of the Town regarding the development agreement and answered questions posed by the Town Council.

Attorney Juan Mayol, spoke on behalf of the resolution and on the development agreement.

Mayor Pizzi opened the Public Comments section of the meeting.

Eladio Jose Armesto spoke in opposition of the resolution.

Wayne Reinhart urged the Town Council to make a decision and vote on the item.

Vice Mayor Daubert moved the resolution and Councilmember Mestre seconded the motion. The Town Clerk called the roll and the motion passed 6-1, with Mayor Pizzi voting in opposition.

Mayor Pizzi called for a 10 minute break after the discussion and voting of item 12B. All were in favor.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A REQUEST IN ACCORDANCE WITH SUBSECTION 13-308(F)(3) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A FINAL PLAT ENTITLED "DUNNWOODY LAKE" SUBMITTED FOR PROPERTY LOCATED NORTH OF NW 154<sup>TH</sup> STREET AND BETWEEN NW 87<sup>TH</sup> AVENUE AND I-75, MIAMI LAKES, FLORIDA, FOLIO NUMBER 32-2016-000-0020, IN THE RM-13 ZONING DISTRICT; PROVIDING FINDINGS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Mayor Pizzi opened up the public meeting at 9:15 pm.

The Town Attorney, Raul Gastesi, read the quasi-judicial procedures and the resolution into the record.

The Town Clerk, Gina Inguanzo, swore in anyone wishing to speak.

Attorney Juan Mayol, spoke in favor of the resolution and urged the Town Council to support and approve said resolution. He requested that the same language that was included in condition #7 of the tentative plat to be included in the language of condition #3 of the Final Plat. That is, Attorney Mayol noted that condition 3 reads, "no building permit shall be issued until the final plat is recorded except as it may be allowed by the Land Development Code". Attorney Mayol respectfully requested for this language to be included in the language of condition #3.

Mayor Pizzi made a motion to approve the resolution with the amended language added by Attorney Mayol. Then motion was seconded by Councilmember Mestre. The Town Clerk called the roll and all were in favor.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LICENSE AND USE AGREEMENT WITH THE MIAMI LAKES UNITED SOCCER CLUB, INC. FOR A MULTI-YEAR PERIOD FOR USE OF MIAMI LAKES OPTIMIST PARK AND ROYAL OAKS PARK; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Councilmember Rodriguez made a motion to approve the resolution. Councilmember Mingo seconded the motion for discussion.

Councilmember Rodriguez made a motion to amend the resolution for the language of the contract to require a 25% differential discount for the intramural and 25% differential discount for the traveling program. Councilmember Mingo seconded the motion. The Town Clerk called the roll and all were in favor.

Councilmember Cid made a motion to amend the contract to request that they split both accounts and have separate bookkeeping accounts, one for the recreational program and one for the traveling program. The motion received a second from Councilmember Mestre. Councilmember Cid amended his motion and changed the wording to require, instead of request, and that they split both accounts and have separate book keeping accounts to ensure parents that funds are being appropriated and used accordingly. Vice Mayor Daubert seconded the motion and all were in favor.

Mayor Pizzi made a motion to approve the contract as amended. Councilmember Lama seconded the motion and all were in favor.

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

#### **A. Declaration of Principles Of Inclusion For Individuals With Autism And Other Special Needs (Cid, Daubert)**

Councilmember Cid made a motion requesting Town staff to prepare a resolution similar to the one from the City of Coral Gables and for the language of the resolution to reflect the principles of inclusion that truly represent our community needs.

Mayor Pizzi gave direction for staff to include one special needs exclusive program to be offered at the Youth Center. Councilmember Rodriguez added that a training video on how to interact effectively with the autistic community should be provided to Town staff and the Police Department. Councilmember Daubert added that Town staff should look into the idea of creating a wallet card for the autistic community. The motion was seconded by Councilmember Rodriguez and all were in favor.

#### **B. Minimum Lake Maintenance Standards (Lama)**

Councilmember Lama made a motion asking the Town Manager to come back with a comprehensive list of recommendations of things that the Town can do that are enforceable, that will potentially help our lakes and ensure that our lakes are not a public safety concern nor a health hazard and that they are aesthetically pleasing. Mayor Pizzi seconded the motion and all were in favor.

#### **C. Beautification Projects (Mestre)**

Councilmember Mestre made a motion requesting that any beautification item that has been voted on and passed by the Town Council and that needs to be changed during the time of implementation must be brought once again before the Town Council before the changes are implemented. The motion received a second by Mayor Pizzi and all were in favor.

- D. Creation of a Protocol for Incident Notifications to the Town Manager/Staff and or Elected Officials (Rodriguez)

Councilmember Rodriguez made a motion requesting the Town Manager to contact the Miami-Dade County Fire Rescue and to request a report to be given to the Director of Community Engagement and Outreach, setting the criteria for incident notifications regarding fire related services so that a protocol for incident notifications be created as soon as possible. Mayor Pizzi seconded the motion and all were in favor.

- E. Non-Binding Straw Ballot Question Re: Payment of Legal Fees to Mayor Michael Pizzi (Mingo)

Councilmember Mingo made a motion to request a non-binding straw ballot question to be placed on Nov 8 2016 general election addressing the payment of legal fees to Mayor Pizzi incurred during his criminal defense. This motion received a second from Vice-Mayor Daubert.

Mayor Pizzi made a motion to extend the meeting to 11:30 p.m. The motion received a second from Councilmember Lama and all were in favor.

Mayor Pizzi made a motion to extend the meeting to 1:00 a.m. The motion received a second from Councilmember Mingo and all were in favor.

Councilmember Mingo withdrew Item 13E.

- F. Charter Amendment Procedure (Pizzi)

Mayor Pizzi withdrew this item.

- G. Black Olive Tree Removal Program (Cid)

Councilmember Cid made a motion requesting the Town Manager to fully fund the Black Olive Tree Removal Program for the year 2016-2017. Then motion received a second by Councilmember Lama and all were in favor.

- H. Drug Awareness/Prevention Campaign (Mestre)

Councilmember Mestre made a motion requesting that a Drug Awareness Prevention Program or Campaign be created to educate our community and for this program to work with in conjunction with the Police Department and/or with the Public Safety Committee.

Mayor Pizzi seconded the motion and all were in favor.

I. No One Gets Left Behind Special Needs Program in Miami Lakes Parks (Pizzi)

This item was combined with item 13A.

J. Loitering at Par 3 Central Park (Mestre)

Councilmember Mestre tabled this item.

K. Event Honoring 15th Anniversary of September 11th (Pizzi, Rodriguez)

Mayor Pizzi spoke about the event honoring the 15<sup>th</sup> Anniversary of September 11<sup>th</sup> that will be taking place at Miami Dade Christian School. Mayor Pizzi invited the Town Council to this event and asked for their support.

L. Hurricane Season Awareness (Rodriguez)

Councilmember Rodriguez stated that we have to be prepared for a potential storm.

M. Workforce Housing

Mayor Pizzi made a motion stating that his office will send a letter to the County respectfully indicating that the Town of Miami Lakes Council opposes a mandate for workforce housing in these communities. The motion received a second from Councilmember Lama. Councilmember Lama asked the Mayor to include in his letter, that many of the residents in our community came from countries where the government mandated how to people must run and manage their businesses and that that is anti-capitalism. All were in favor.

**14. MAYOR AND COUNCILMEMBER REPORTS:**

A. Zip Code Update (Cid)

Councilmember Cid stated that Governor Scott is signing a bill that explicitly allows them to assess risks and set rates via zip codes, which helps the Town's argument for our own zip code.

B. MPO Process Implementing Traffic Solutions (Pizzi)

This item was skipped by Mayor Pizzi

C. FitBit Challenge (Cid, Rey)

Councilmember Cid thanked Town staff for their support and great work in making this happen and he stated that the Fitbit challenge saves money to the Town, while at the same time it motivates staff to exercise.

D. Visits and Activities Promoting Japanese Investment in Miami Lakes (Pizzi)

The Consul of Japan offered and agreed to work with the Town on cultural and educational initiatives and create job opportunities. Mayor Pizzi spoke about an event that will be sponsored by Mitsubishi and that it will include all Japanese businesses in South Florida and that the Town Council will be invited to this event.

**15. MANAGER'S REPORT:**

A. Youth Programming Center

The Director of Community Engagement and Outreach, Nicole Singletary, gave a presentation of the different programs that are offered and how they are doing. She also spoke about some programs that we foresee adding to the Youth Center.

B. Enhance Cyber Security in Miami Lakes

Assistant Town Manager, Andrea Agha, provided a report describing the steps that the Town is taking to maintain cyber security measures. She also explained measures that will be implemented soon and provided a recommendation of what to do moving forward.

**16. ATTORNEY'S REPORT:**

A. Status on Pizzi Litigation & Attorney's Fees

The Town Attorney, Raul Gastesi, mentioned that he will be asking for an Executive Session because one requirement of the abatement is that they mediate by July 31<sup>st</sup>. Before the mediation, the Town Attorney stated that he needs to meet with the Councilmembers and get guidance from them on this matter.

Town Attorney detailed the costs of the litigation and explained that only \$30,000 should be budgeted, instead of the \$100,000 that was previously budgeted for the litigation.

Councilmember Mestre made a motion to return \$70,000 to the Town budget and leave \$30,000 to be used. The motion was seconded by Councilmember Lama and all were in favor.

The Town Attorney also stated that the Charter Revision Commission's work has finished and thus, they are dissolved. The Town Attorney thanked the Commissioners for their great work.

**ADJOURNMENT:**

There being no further business to come before the Council, the meeting adjourned at 12:46 pm.

Approved this 26<sup>th</sup> day of July 2016.

---

Michael Pizzi, Mayor

Attest:

---

Gina M. Inguanzo, Town Clerk

**MINUTES**  
**Budget Workshop**  
**July 11, 2016**  
**5:30 PM**  
**Council Chambers**  
**6601 Main Street**  
**Miami Lakes, Florida 33014**

**1. CALL TO ORDER:**

Mayor Pizzi called the meeting to order at 5:35 p.m.

**2. ROLL CALL:**

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Manny Cid, Ceasar Mestre, Frank Mingo, Tony Lama, Nelson Rodriguez, Vice Mayor Tim Daubert and Mayor Michael Pizzi.

**3. PLEDGE OF ALLEGIANCE/ MOMENT OF SILENCE:**

Joseph Ascuntar led the Pledge of Allegiance. Mayor Pizzi led the moment of silence.

**4. PUBLIC COMMENTS:**

Esther Colon came before the Town to speak in regards to agenda item 5A.

**5. SIGN CODE WORKSHOP:**

Andrea Agha, Assistant Town Manager, made a presentation of the proposed FY 2017 Budget Overview, Strategic Plan Request & Committees' Request for the Town of Miami Lakes.

Mayor and Council asked questions regarding the presentation. Andrea Agha and Alex Rey, Town Manager, assisted in answering questions.

Nicole Singletary, Director of Community Engagement & Outreach, made a presentation on community survey results.

The following individuals made presentations on Town Committee proposals: Neill Robinson, Cultural Affairs Committee Chair; Michael Huffaker, Economic Development Committee Vice-Chair; Nicole Singletary, on behalf of the Education Advisory Board; Louis Collazo, Elderly Affairs Committee Chair; Josh Dieguez, Neighborhood Improvement Committee Chair; Nicole Singletary, on behalf of Public Safety Committee; Nicole Singletary, on behalf of Veteran's Committee; and Lynn Matos, Youth Activities Task Force Chair.

Mayor and Council agreed to look over the list of unfunded items, rank them according to their preferences, and return the ranked list to Town Staff to be tabulated.

**ADJOURNMENT:**

There being no further business to come before the Council, the meeting adjourned at 7:20 p.m.

Approved this 26th day of July 2016.

---

Michael A. Pizzi, Mayor

Attest:

---

Gina M. Inguanzo, Town Clerk

**MINUTES**  
**ATTORNEY-CLIENT EXECUTIVE SESSION**  
**July 13, 2016**  
**4:00 p.m.**  
**Town Hall**  
**6601 Main Street, Miami Lakes, FL 33014**

**1. Call to Order**

Vice Mayor Tim Daubert called the meeting to order at 4:00 p.m.

**2. Roll Call**

The Town Clerk, Gina Inguanzo, called the roll and the following Councilmembers were present: Tony Lama, Frank Mingo, Manny Cid, and Vice Mayor Daubert. Mayor Michael Pizzi was absent. Councilmember Rodriguez joined the meeting at 4:01 pm. Councilmember Cesar Mestre joined the meeting during the time the Councilmembers were in the conference room.

**3. Pledge of Allegiance**

Vice Mayor Tim Daubert led the pledge of allegiance.

**4. Moment of Silence**

Vice Mayor Tim Daubert led the invocation.

**5. Recess of the Public Meeting and beginning of the closed Executive Attorney-client Session:**

Vice Mayor Tim Daubert announced that the council was going into a closed attorney client session, pursuant to Section 286.011(8) of the Florida Statutes, to discuss strategy related to litigation expenditures and/or settlement negotiations in the following case:

1. Michael A. Pizzi, Jr., vs. Town of Miami Lakes, Florida [Miami-Dade Case No.: 15-019303-CA-01(05)]

Vice Mayor Tim Daubert announced that Florida Statute Section 286.011(8) provides an exemption from public meetings law in order to allow the Town Council to conduct a closed session to discuss litigation expenditures and /or settlement negotiations. Then he read the names of the individuals attending the attorney-client session. The individuals were: Vice Mayor Tim Daubert, Town Councilmembers Manny Cid, Tony Lama, Cesar Mestre, Frank Mingo, Nelson Rodriguez; Town Manager Alex Rey, Town Attorney's Raul Gastesi, Jr., and Haydee Sera; and Town's litigation counsel, Onier Llopiz and Joan Carlos Wizel; and, a Certified Court Reporter.

Once the names were read, only the individual's whose names were read, left the Council

Chambers and moved to the Community Conference Room at 4:03 pm, to initiate the closed session. Councilmember Ceasar Mestre joined the meeting during this time.

Following the closed session and termination of the Executive Attorney-client session, the Town Council returned to the Council Chambers and reconvened in open session. Vice Mayor Tim Daubert reopened the public meeting and stated for the record that the private attorney-client session had concluded. The Town Clerk, called the roll with the following Councilmembers being present: Frank Mingo, Manny Cid, Ceasar Mestre, Nelson Rodriguez and Vice Mayor Tim Daubert. Councilman Tony Lama and Mayor Michael Pizzi were absent. No motions were made.

## **6. Adjournment**

There being no further business, the meeting adjourned at 5:30 pm.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Michael A. Pizzi, Jr, Mayor

Attest:

---

Gina M. Inguanzo, Town Clerk



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Lease Agreement-Park 55, 6699 Windmill Gate

**Date:** July 26, 2016

---

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to enter into a ten (10) year lease agreement, with two ten (10) year extensions with Miami Dade County ("County") for the park parcel of land known as Park 55 located at 6699 Windmill Gate Road.

### **Background:**

In 2011, the County transferred ownership to the Town of the majority of the pocket parks within the Town that were formally owned and managed by the County's Special Taxing District. However, one park area which is classified as Park 55, was not included as part of the transfer as it is under the County Library Department's ownership.

As the area is accessible to the public, visible and utilized by the Windmill Gate community, the Town engaged the County in discussions to make the park parcel part of the Town's inventory to allow for the Town to maintain the property in accordance with Town standards. The County has proposed to lease the property to the Town for a ten (10) year period with two ten (10) year extensions for an annual rent of \$1 per year.

Attached is the lease agreement as proposed by the County which has been reviewed by Town staff. The annual maintenance cost for parcel will be \$2,500 per year and the irrigation installation is projected to be a one time cost of \$12,000.

### **Attachments:**

**Exhibit A - Premises**

**Exhibit B - Site Plan**

**Lease Agreement - Park 55 - Library Park at Windmill Gate**

**Resolution - Approving Lease Agreement - Park 55**

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AS LANDLORD AND THE TOWN OF MIAMI LAKES AS TENANT FOR A PORTION OF THE PREMISES LOCATED AT 6699 WINDMILL GATE ROAD (A/K/A PARK 55); AUTHORIZING EXECUTION OF LEASE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 2011, Miami-Dade County (“the County”) transferred ownership to the Town of Miami Lakes, Florida (“the Town”) a majority of the pocket parks within the Town that had been, until then, formally owned and managed by the County’s Special Taxing District; and

**WHEREAS**, a park classified as Park 55, which is located adjacent to the Miami Lakes Library, (“Park 55”) was not transferred to the Town as it is owned by the County’s Library Department; and

**WHEREAS**, the Town staff engaged the County staff in discussions to allow the Town to lease Park 55 from the County in order for the Town to maintain the property in accordance with the Town’s standards; and

**WHEREAS**, the County has proposed to lease Park 55 to the Town for an annual rental amount of \$1.00 per year for a ten (10) year period, with two (2) ten (10) year option to renew periods; and

**WHEREAS**, it is proposed that the Town enter into a lease agreement with the County for use of Park 55 in substantially the same form as the Lease Agreement attached hereto as Exhibit “A” (“the Lease Agreement”); and

**WHEREAS**, leasing the park parcel would allow funding for park maintenance in the same manner as the Town’s other public mini-parks; and

**WHEREAS**, leasing the park parcel would allow the Town to continue growing its park inventory as the Town makes strides to meet its Level of Service goals outlined in the Town’s Comprehensive Plan for future population growth and maintain the park at a high standard for the future; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to enter into a Lease Agreement with the County for Park 55.

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

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

**Section 2. Approval of Lease.** The Lease Agreement between Miami-Dade County, Florida as Landlord and the Town of Miami Lakes as Tenant, in substantially the same form as that which is attached hereto as Exhibit “A,” together with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Authorizing Execution of Lease Agreement.** The Town Manager is authorized to execute the Lease Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Lease Agreement, and to execute any extensions and/or amendments to the Lease Agreement, subject to approval by the Town Attorney as to form and legality.

**Section 4. Authorization of Expenditure of Budgeted Funds.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town’s Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Lease Agreement.

**Section 5. 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 and the terms and conditions of the Lease Agreement.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr. \_\_\_\_\_  
Vice Mayor Tim Daubert \_\_\_\_\_  
Councilmember Manny Cid \_\_\_\_\_  
Councilmember Tony Lama \_\_\_\_\_  
Councilmember Ceasar Mestre \_\_\_\_\_  
Councilmember Frank Mingo \_\_\_\_\_  
Councilmember Nelson Rodriguez \_\_\_\_\_

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

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

Approved as to form and legal sufficiency:

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

# **EXHIBIT A**

**Lease Agreement**

**between**

**The Town of Miami Lakes**

**and**

**Miami-Dade County**

**for**

**a portion of the premises located at**

**6699 Windmill Gate Road**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Agreement”), is being entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”) between the landlord listed below (“Landlord” or “Lessor”), and tenant listed below, (“Tenant” or “Lessee”), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the entire building, as shown on the attached Exhibit A (the “Premises”), for the term described below.

### PART I PREAMBLE

The following sets forth basic data hereinafter referred to in this Agreement, and where appropriate, constitute definitions of the terms hereinafter listed:

<b>A. TENANT:</b>	Town of Miami Lakes
<b>B. TENANT’S ADDRESS:</b>	6601 Main Street, Miami Lakes, Florida 33014
<b>C. LANDLORD:</b>	Miami-Dade County
<b>D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:</b>	111 N.W. 1 Street, Suite #2460 Miami, Florida 33128 All payments due hereunder, including, but not limited to, Rent and Operating Expenses, if any, should be made payable to the landlord entity identified here in Section D.
<b>E. PROPERTY LOCATION AND ADDRESS:</b>	6699 Windmill Gate Road Miami Lakes, Florida 33014
<b>F. PREMISES:</b>	A portion of 6699 Windmill Gate Road, see Attachment “A”
<b>G. TERM:</b>	10 years
<b>H. OPTIONS TO RENEW:</b>	Two (2) Ten (10) year Renewal Option Periods
<b>I. ANNUAL RENT</b>	\$1.00 a year
<b>J. MONTHLY RENT – INITIAL YEAR:</b>	\$0.00 per month
<b>K. RENT COMMENCEMENT DATE:</b>	The first day of the month following the Board of County Commissioners’ approval of this Agreement.
<b>L. TENANT’S OPERATING EXPENSE:</b>	Tenant shall be responsible to maintain the property including landscaping, irrigation system, and equipment.
<b>M. FLORIDA SALES TAX:</b>	Not applicable
<b>N. USE:</b>	To be used solely as a passive park
<b>O. SECURITY DEPOSIT:</b>	None
<b>P. RENT INCREASES:</b>	None

This Agreement consists of the foregoing introductory paragraphs, constituting the Preamble (consisting of paragraphs A through P), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Preamble, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

**STANDARD LEASE PROVISIONS**

***WITNESSETH:***

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the demised premises as described herein, along with the following terms and conditions:

**ARTICLE 1  
INCORPORATION OF PREAMBLE**

1.01 The parties hereto agree that the foregoing Preamble is true and correct, and is incorporated herein by reference.

**ARTICLE 2  
DESCRIPTION OF PREMISES**

2.01 Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the Premises described as that Vacant Parcel of land located at 6699 Windmill Gate Road, as described in Section F of the Preamble, and all shown, on the attached diagram, marked Exhibit "A", which is incorporated herein by reference. The Premises is approximately 15,168 square feet.

2.02 Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

2.03 Notwithstanding anything to the contrary contained herein, the Premises have been inspected by the Tenant who accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose.

**ARTICLE 3  
TERM**

3.01 The term of this Agreement shall commence on the first date of the month following the Miami-Dade County Board of County Commissioners' approval of this Agreement, as identified by the date first written above (hereinafter described as the "Commencement Date"), and Landlord and Tenant agree that this Agreement is scheduled to terminate ten (10) years thereafter (hereinafter "Termination Date"). After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date, and the Termination Date of this Agreement.

3.02 This Agreement shall terminate on the Termination Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate

or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

3.03 If Tenant shall be in possession of the Premises after the Termination Date, in the absence of any agreement extending the term hereof, the tenancy under this Agreement shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Agreement.

3.04 Upon the Commencement Date of this Agreement, any and all other lease agreements, if any, that the Landlord has with the Tenant for the same property, shall automatically terminate without further notice to the Landlord or Tenant. This

Agreement shall replace and succeed any and all other such agreements in their entirety.

**ARTICLE 4**  
**RENT**

4.01 Tenant covenants and agrees to pay to Landlord as rental for a term of Ten (10) years, commencing on the Commencement Date, and terminating on the Termination Date, the annual rental amount of One Dollar (\$1.00), on a yearly basis.

4.02 The Landlord shall be permitted to accelerate the rent upon any default by the Tenant. Further, the Tenant also agrees that the rent is payable on a yearly basis, as described above, and payable on the anniversary day to Miami-Dade County ISD, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

4.03 Tenant also agrees that should it be in possession of the Premises after the Termination Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay One Hundred (100%) percent of the rental rate in existence prior to the period of holdover.

**ARTICLE 5**  
**PERMITTED USE OF PREMISES**

5.01 Tenant shall occupy the Premises upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Premises for the Permitted Use as described in Section N of the Preamble, and for no other purpose whatsoever.

5.02 The Premises shall be used by Tenant solely as a passive park. Premises shall be open to all citizens of Miami-Dade County.

5.03 Tenant shall cause its business to be conducted and operated in such a manner as to assure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal state and local governmental agencies.

5.04 Tenant agrees that no changes in the use of the Premises is permitted without the expressed prior written permission of the Landlord. Upon failure of the Tenant to operate the Premises in accordance with the approved use, as herein stated above, this Agreement may be immediately terminated at the Landlord's sole discretion, and it shall become null and void, and any and all improvements, except for furniture and equipment, on or to the Premises shall become the property of the Landlord.

**ARTICLE 6**  
**CONDITION OF PREMISES**

6.01 Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, as it is in at the beginning of this Agreement. Landlord makes no expressed or implied warranty as

to the condition of the Premises and/or whether the Premises is habitable or fit for any particular use or purpose. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition to the Premises or any of the structures. With regard to the condition of the Premises at the time of return of same to the Landlord, the Tenant's obligation is to return the property to the Landlord in the same condition as the same existed at the time of transfer of possession from the Landlord.

6.02 Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s). Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

6.03 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises where a particular permit or license is necessary for any use or operation when Tenant does not have such permit or license for any reason whatsoever, and Tenant shall refrain from such use and/or operation unless and until the Tenant has secured, in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use of such portion or area(s) of the Premises as contemplated under this Agreement, and Tenant has also has fully complied, also at its sole cost and expense, with any and all law, rules, codes

and regulations.

6.04 Tenant acknowledges and agrees that the Premises is in need of repair and maintenance, and accepts full responsibility to repair and maintain improvements made by the Tenant to the Premises, including, but not limited to, complying with the American with Disabilities Act.

**ARTICLE 7**  
**UTILITIES**

7.01 Tenant shall, during the term hereof, pay any and all charges for water, sewer, and electricity for the Premises as may be directly attributable to the Tenant. Further, Tenant shall be solely responsible for the maintenance and repair of any and all water lines, sewer pipes and/or electrical lines or wiring leading to and from the Premises when such maintenance and/or repair is necessary due to damage by an action of the Tenant. Tenant shall not be responsible for any charges for water, sewer, and/or electricity which serve the adjacent Miami Lakes Library.

7.02 Tenant agrees that it shall during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, examine, regularly maintain and, if necessary, improve machinery, equipment and systems relating to any and all utilities, including, but not limited to, any and all water lines, and/or sewer pipes leading to and from the Premises when such examination, maintenance and/or improvement is required due to damage by an

action of the Tenant..

**ARTICLE 8**  
**MAINTENANCE**

8.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, the landscaping, as well as any and all vegetation, including all grass, hedges, trees, and plants which are, on or near the Premises.

8.02 Tenant, at its expense, shall maintain and keep clean all pathways, walkways, and/or sidewalks adjacent to or leading to or from the Premises.

8.03 In regard to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of infestation of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners/ occupiers; (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and

observe all rules and regulations established by the Landlord from time to time; and (h) conduct its use and operation in all respects in a dignified manner in accordance with the high standards of other parks in the Town of Miami Lakes.

8.04 Any damage or injury sustained by any person because of the lack of maintaining the Premises, including but not limited to failure to maintain landscaping, mechanical, electrical, and/or plumbing equipment or due to any other reason to cause, which maintenance, improvement, and/or repair is the cause, the Tenant shall be responsible, and the Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

**ARTICLE 9**  
**DESTRUCTION OF PREMISES**

9.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises and/or any vandalism, malicious mischief or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises. Tenant is responsible for maintaining, replacing, and/or repairing any damaged real property, and/or personal property belonging to the Landlord.

9.02 In the event the Premises should be destroyed or so damaged by hurricane, windstorm, or other casualty to the extent that the Premises is rendered untenable or unfit for the purpose of Tenant, either party may cancel this Agreement by the giving of thirty (30) days' prior written notice to the other. In the event an act of God (e.g., hurricane, windstorm, or other casualty) renders the Premises untenable or unfit for the purpose of Tenant, Landlord shall be responsible for repair and shall restore the Premises so that it is equal to the condition of the Premises on the date possession was given to Tenant.

9.03 If either the entire Premises or any improvements which are on the Premises is partially damaged due to Tenant's negligence, but not rendered unusable for the purposes of this Agreement, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Premises are completely destroyed due to Tenant's negligence, Tenant shall repair and restore the Premises so that it is equal the condition of the Premises on the date possession was given to Tenant. In lieu

of restoring, Tenant shall pay the Landlord the costs to restore the Premises to its original condition. The election of remedies shall be at the sole discretion of Landlord.

**ARTICLE 10**  
**IMPROVEMENTS AND REPAIRS**

10.01 Tenant, at its sole cost and expense, may make such improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Agreement, so long as such improvements are approved by the Landlord in writing.

10.02 Tenant acknowledges and agrees to improve the Premises consistent with the site plan it provided to the Landlord, which is attached hereto, and marked Exhibit B, and is incorporated herein by reference.

10.03 Prior to commencing any improvements, the Tenant must deliver all plans, specifications and scheduling, at its sole cost and expense, to the Landlord, and specifically to the Director of the Library Department for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence improvements upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

10.04 Tenant shall cause any and all repairs and/or

improvements to be performed competently and in a good and workmanlike manner by a duly qualified and licensed person(s) or entities, or utilizing its own employees, using first grade materials, and without interference with or disruption to the nearby residents or occupants.

10.05 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and in the event a contractor is utilized, shall obtain and deliver to Landlord “releases” or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

10.06 Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant’s improvements, or for Tenant’s operations within on or about the Premises during the term of this Agreement.

10.07 If Tenant’s improvements or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the

Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

10.08 All leasehold improvements installed on or about the Premises at any time, except for furniture and equipment, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Agreement (either on the Termination Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Agreement), all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

10.09 Should the Tenant bring and/or install any furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Agreement.

10.10 Prior to commencing any improvements and/or repair to any property owned by the

Landlord, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, *Florida Statutes*, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the improvements and/or repairs. Said payment and performance bond(s) shall name the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes* and each shall be in the amount of the entire cost of the improvements and/or repair project regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to contractors, subcontractors, and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any improvements and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any improvements and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of \$50,000 or less.

**ARTICLE 11**  
**ASSIGNMENT AND SUBLEASE**

11.01 Without the written consent of Landlord first obtained in each case, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's government structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity that fails to meet the requirements of Section 125.38, *Florida Statutes*.

**ARTICLE 12**  
**NO LIABILITY FOR PERSONAL PROPERTY**

12.01 All personal property placed or moved in the Premises above described shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

**ARTICLE 13**  
**LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS**

13.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under

Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, and/or the Premises. Tenant shall not be responsible for any loss or damage occasioned by or through the acts or omissions of Landlord. Tenant shall not be responsible or liable to Landlord, or to those claiming by, through or under Landlord, for any loss or damage which may be occasioned or caused by any actions or inactions of the Landlord.

13.02 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking,

bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use the Premises at Tenant's own risk.

**ARTICLE 14**  
**SIGNS**

14.01 Signs will be of such design and form that they are acceptable to the Landlord, and any and all such signs must first be approved by Landlord, specifically the Director of the Library Department, and the cost of painting and installing any sign(s) shall be borne by Tenant. All signs shall be removed by Tenant at termination of this Agreement and any damage or unsightly condition caused to Premises because of, or due to, said signs shall be satisfactorily corrected or repaired by Tenant.

**ARTICLE 15**  
**LANDLORD'S RIGHT OF ENTRY**

15.01 Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing signs, fixtures, alterations, or additions which do not conform to this Agreement. Notwithstanding the

forgoing, Landlord reserves the right to enter the Premises without prior notice, and without being accompanied by an employee of the Tenant in cases and/or instances of an emergency.

**ARTICLE 16**  
**PEACEFUL POSSESSION**

16.01 Subject to the terms, conditions, and covenants of this Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

**ARTICLE 17**  
**SURRENDER OF PREMISES**

17.01 Tenant agrees to surrender to Landlord, at the end of the term of this Agreement or any extension thereof, the Premises in as good condition as the Premises were at the beginning of the term of this Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted in accordance with the terms and conditions of this Agreement.

**ARTICLE 18**  
**[INTENTIONALLY OMITTED]**

**ARTICLE 19**  
**LIABILITY FOR DAMAGE OR INJURY**

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, subject to the limitations of *Florida Statutes*, Section 768.28.

**ARTICLE 20**  
**SUCCESSORS IN INTEREST**

20.01 It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE 21**  
**TERMINATION**

21.01 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Agreement to be terminated by the Landlord upon the terms and conditions also set forth below:

- A. Automatic Termination:
- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
  - 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
  - 3) Assignment by Tenant for the benefit of creditors.
  - 4) Failure of Tenant to maintain its government status.
- B. Termination after twenty (20) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:
- 1) Non-payment of any sum or sums due

hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the twenty (20) calendar day period from date of the written notice.

- 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the twenty (20) calendar day period from date of written notice.
- C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail sent to the Tenant for the following:
- 1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

E. Landlord, through its County Mayor or Mayor's designee, shall have the right to terminate this Agreement or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant one hundred eighty (180) calendar days written notice of such termination prior to its effective date. Should the term of this Agreement, at the time the Landlord elects to provide the Tenant with notice of termination, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining term of this Agreement.

21.02 **TERMINATION BY TENANT:** The Tenant, shall have the right to cancel this Agreement at any time for any reason whatsoever by giving the Landlord at least thirty (30) calendar days written notice prior to its effective date.

**ARTICLE 22  
INTENTIONALLY OMITTED**

**ARTICLE 23  
OPTION TO RENEW**

23.01 Provided the Tenant is not otherwise in default, Tenant is hereby granted the option to extend this Agreement for two (2) additional ten (10) year renewal option periods upon the same terms and conditions as this Agreement. The Tenant must provide the Landlord with notice, in writing, of its desire to remain in the Premises at least ninety

(90) calendar days prior to the expiration of this Agreement.

**ARTICLE 24  
NOTICES**

24.01 It is understood and agreed between the parties hereto that written notice to Landlord shall be mailed, certified mail, return receipt requested, with all postal charges pre-paid or delivered by a nationally recognized delivery service (such as FedEx or DHL) and addressed to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, with a copy to the Library Department, 101 West Flagler Street, Miami Florida 33128, and with a copy to the County Attorney's Office, 111 N.W. 1st Street, 28th Floor, Miami Florida 33128, in order to constitute sufficient notice to Landlord; and written notice addressed to Tenant shall be mailed or delivered to the address of Tenant at: 6601 Main Street, Miami Lakes Florida 33014, shall constitute sufficient notice to Tenant to comply with the terms of this Agreement. Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

**ARTICLE 25  
INSURANCE**

25.01 Prior to occupancy, Tenant shall furnish to the Director of Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, a letter establishing that

it is self-insured, or if the Tenant is not self-insured then the Tenant must provide a Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute Chapter 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Abuse and Molestation Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

25.02 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published

by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do business in Florida" issued by the State of Florida Department of Financial Services or its equivalent, and are members of the Florida Guaranty Fund or its equivalent.

25.03 Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: CERTIFICATE HOLDER MUST READ:  
MIAMI-DADE COUNTY  
111 N.W. 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, Florida 33128**

25.04 Compliance with the foregoing insurance requirements shall not relieve Tenant of its liability and obligations under this Article or under Article 18; Indemnification and Hold Harmless, or any other section or portion of this Agreement.

25.05 Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Article remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of the Agreement, Tenant shall be responsible for

submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration.

**ARTICLE 26**  
**PERMITS, REGULATIONS & SPECIAL**  
**ASSESSMENTS**

26.01 Tenant covenants and agrees that during the term of this Agreement, Tenant will obtain any and all necessary permits, licenses and approvals, and that all use of the Premises will be in conformance with all applicable laws, ordinances, rules, regulations, including all applicable zoning regulations.

26.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Agreement.

26.03 County as Sovereign

It is expressly understood that notwithstanding any provision of this Agreement and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and

development of the Premises or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Agreement be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

26.04. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Agreement, or any Landlord covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board, the Regulatory and Economic Resources department, or any division thereof, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or site plan application if applicable will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's

obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Agreement. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement.

**ARTICLE 27**  
**FORCE MAJEURE**

27.01 The Landlord and Tenant hereby agree that the term "*Force Majeure*" in this Agreement, and when applied to this Agreement, shall mean an unforeseen event or occurrence that is beyond the control of one or both of the parties, such as a war, strike, riot, crime, acts of nature, or act of God (e.g., flooding, earthquake, hurricane) that in fact prevents one or both parties from fulfilling their respective obligation(s) in a timely manner under this Agreement. *Force Majeure* shall excuse the party or parties from liability or obligation only during the period of time when the extraordinary event occurs and the circumstances beyond the party or parties' control continue to prevent the party or parties from performance under this Agreement. *Force Majeure* is specifically not intended to shield or otherwise excuse the negligence or malfeasance of a party, as where non-performance is caused by lack of

foresight, prudence and/or failure to exercise precautionary measures.

27.02 A party asserting *Force Majeure* as an excuse for delay or non-performance shall have the burden of proving that failure to perform could not have been avoided by the exercise of due care by that party, that reasonable steps were taken to minimize any delay, as well as to avoid any damages caused by subsequent foreseeable events, that all non-excused obligations were timely fulfilled, and that the other party was timely notified, in writing, of the likelihood of or the actual occurrence of the extraordinary event which would justify such an assertion, so that reasonable measures could be contemplated and possibly taken by the other party, and the other party has in fact recognized, in writing to the party asserting a claim of *Force Majeure*, that the occurrence is an event equating to *Force Majeure*.

27.03 Tenant and Landlord shall be excused only for the period of any delay associated with the *Force Majeure* event, and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the

control of Tenant or Landlord.

## **ARTICLE 28** **WAIVER**

28.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the annual payments of rent (or additional rent if such obligations are stipulated) shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Agreement. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to

Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord shall be considered an acceptance of a surrender of this Agreement.

**ARTICLE 29**  
**DEFAULT OF TENANT AND REMEDIES**

29.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to pay any annual payment or item of rent on the date when the same becomes due and if such violation or failure continues for a period of twenty (20) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable.

29.02 Consistent with and in addition to Article 21, Termination, above, should Tenant elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of rent, which default has not been cured within twenty (20) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such twenty (20) day period, in which case no event of default shall occur so long as Tenant shall commence the

curing of the default within such twenty (20) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Agreement), then the Landlord shall be permitted to terminate this Agreement, and immediately take possession of the Premises.

29.03 Should Tenant vacate or abandon the Premises at any time during the term of this Agreement, Landlord shall be permitted to immediately take possession of the Premises.

29.04 Upon any default, and after the expiration of any cure period, Landlord may, with or without judicial process, enter upon the Premises and take possession of any and all improvements and all personal property of Tenant situated in the Premises, without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the personal property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any

indebtedness, including (without limitation) indebtedness for rent and other expenses, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

29.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

29.06 Notwithstanding the provisions of clause 29.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in clause 29.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.07 If this Agreement is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses

including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.08 All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

### **ARTICLE 30** **ADDITIONAL PROVISIONS**

#### 30.01 Non-Discrimination

The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

In the use of Premises, Tenant will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, sex, age, color, national origin, or physical handicap, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

In the construction of any improvements on, or under such land, and in the furnishings of services thereon, no person on the grounds of race, sex, age, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.

The Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare – Effectuation of Title VI of the Civil Rights Acts of 1964, and said regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate this lease and to avail itself of any of the remedies set forth herein for default of this lease, or available at law, or in equity. This provision shall not be effective until the procedures of Title 45, code and Federal Regulations, Part 80 are followed and completed including exercise or expiration of appeal rights.

The Tenant shall not discriminate against any employee or applicant for employment to be employed in the performance of the contract, with respect to his hire, tenure, conditions or privileges of employment or any matter directly or indirectly

related to employment, because of age, sex, or physical handicap, except where based on a bona fide occupation qualification or because of marital status, race, color, religion, national origin, or ancestry. The Tenant is not responsible for discrimination against the physically handicapped employee or applicant for employment if the Landlord fails to provide facilities which meet the requirements of Section 504.

Tenant agrees, in accordance with Chapter 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status of domestic violence, dating or stalking.

30.02. Serious Injury or Death. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Library

Department, and notify the Landlord's Director of the Library Department of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Agreement. The Tenant hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality that it owes or may owe to any other governmental agency, and/or to any friend or member of a person's family.

30.03 Security. Tenant is solely responsible for securing and maintaining its own security in and around the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, guests, licensees, employees, staff, management, and/or the property belonging to any of the foregoing, then it is understood that Tenant shall, at its sole cost and expense, hire and maintain such security. Tenant expressly acknowledges and agrees that any and all security staff and equipment that Landlord has or may have for the adjacent Miami Lakes Library is there to solely protect and secure the Landlord and specifically the Miami Lakes Library, not the Premises. Tenant further acknowledges and agrees

that the Landlord at any time may increase or decrease its security staff and/or equipment for the Miami Lakes Library without any prior notice or permission from or to Tenant.

30.04 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both Landlord and Tenant.

30.05 Headings. The headings of the various paragraphs and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Agreement, or any part(s) of this Agreement.

30.06 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, except as may be otherwise provided herein.

30.07 Holidays. It is hereby agreed and declared that whenever the day on which a payment or

performance is due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days.

30.08 Waiver. Any waiver of any portion of this Agreement shall be evidenced in writing by the party that made such waiver. Waiver of any breach of this Agreement shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement due to any waiver, shall not automatically invalidate any other portion of this Agreement.

30.09 Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

30.10 Survival. The parties hereby acknowledge and agree that many of the duties and obligations in this Agreement will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Tenant and the

Landlord under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

30.11 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

**ARTICLE 31**  
**GOVERNING LAW AND VENUE**

31.01 This Agreement, including any exhibits, attachments, and/or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) are incorporated herein by reference, and shall be governed by and construed in accordance with the laws of the State of Florida.

31.02 The Landlord and Tenant hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

**ARTICLE 32**  
**WRITTEN AGREEMENT**

32.01 The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions,

terms, and/or conditions in this Agreement may be added to, modified, superseded, or otherwise altered, except as may be authorized herein, or by a resolution approved by the Miami-Dade Board of

County Commissioners.

THE REMAINDER OF THIS PAGE HAS  
INTENTIONALLY BEEN LEFT BLANK  
ONLY THE SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

TOWN OF MIAMI LAKES

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Mayor  
(Tenant)

\_\_\_\_\_  
WITNESS

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

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

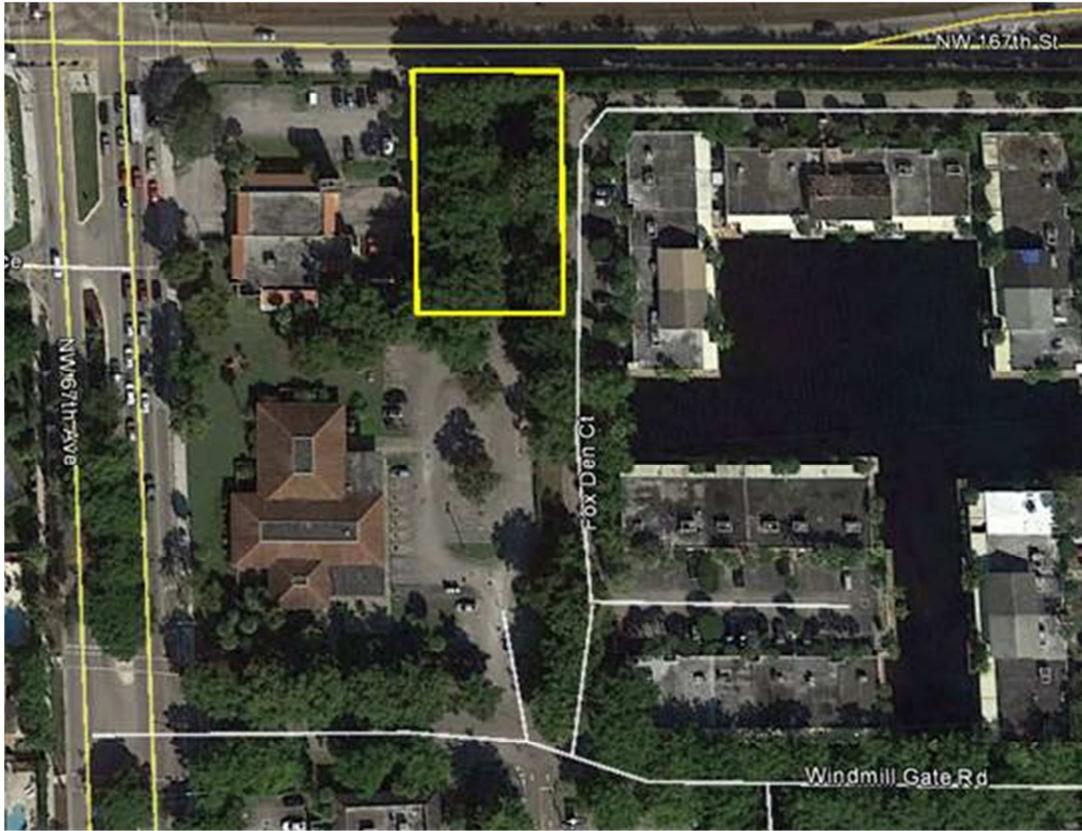
By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Mayor  
(Landlord)

**EXHIBIT A**

**EXHIBIT B**

Exhibit A- Diagram of Park Area-6699 Windmill Gate Road

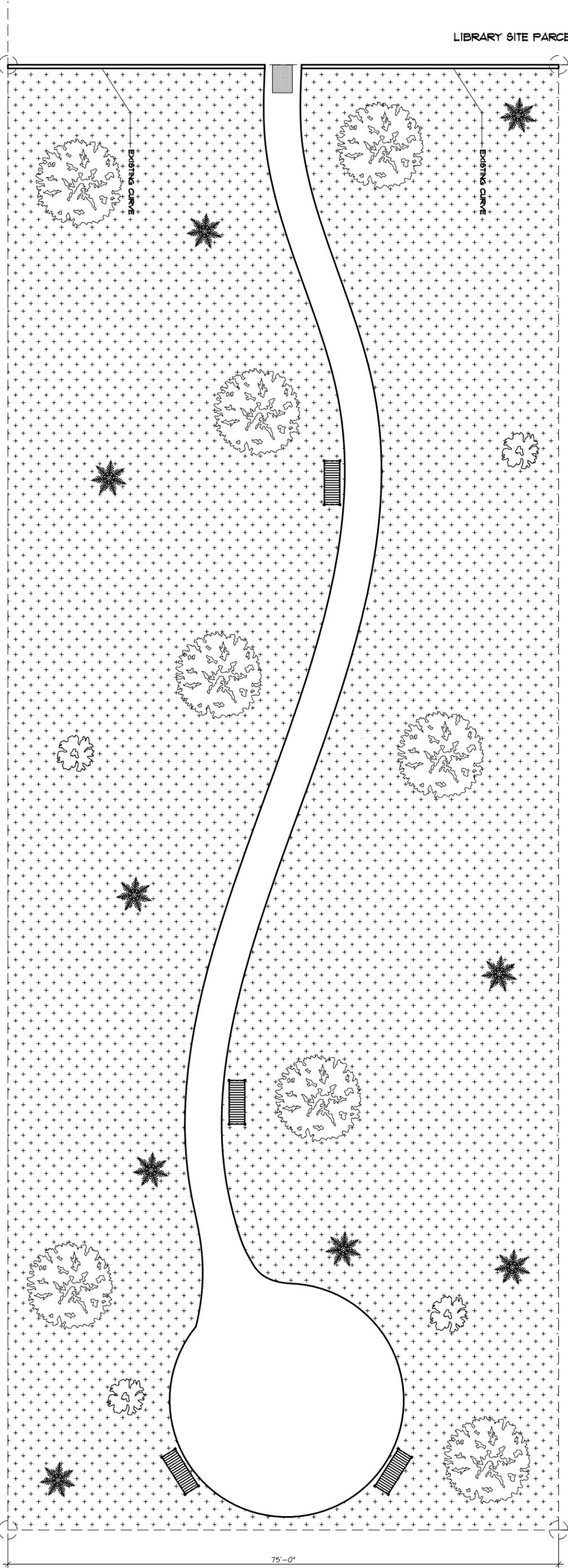


LIBRARY SITE PARCEL

MIAMI LAKES FIRE STATION PARCEL

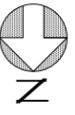


200'-0"



75'-0"

MIAMI LAKES WINDMILL GATE NORTHEAST PARCEL  
SCALE: NOT TO SCALE





## **Town of Miami Lakes Memorandum**

---

**To:**            **Honorable Mayor and Councilmembers**

**From:**        **Alex Rey, Town Manager**

**Subject:**     **Award of RFP 2016-33 Electrical Services – As Needed**

**Date:**        **July 26, 2016**

---

### **Recommendation:**

It is recommended that the Town Council authorize awarding Electrical Services contracts to Electrical Contracting Service, Inc. and AUM Construction, Inc. The initial term is three (3) years with two 12-month renewal options; services will be authorized on an as needed basis not to exceed budgeted funds. The estimated value of these contracts over the five year period is approximately \$500,000.

### **Background:**

The Town of Miami Lakes (“Town”) issued RFP (“Request for Proposals”) No. 2016-33 Electrical Services – in order to procure qualified contractor(s) to provide various electrical services to the Town on a continual basis. Services are priced using fixed time and materials rates, and include, but are not limited to: street and athletic field lights maintenance, facility lighting maintenance, irrigation pump maintenance, and various wiring/installation jobs. Minimum qualifications included being a current licensed state of Florida electrical contractor and provision of similar services for at least five years. The budgeted amount for routine service in the upcoming fiscal year is \$100,000.00 with funding from the Street Lighting Repairs and Maintenance- Special Revenues.

The Town issued the RFP on May 9, 2016. The solicitation was advertised in the Miami Daily Business Review, posted on the Town’s Contractual Opportunities web page and Demand Star, noticed in the Town Hall lobby and emailed to state licensed electrical contractors with business addresses in the Town of Miami Lakes.

The Town received five (5) responses by the deadline. One firm, G&R Electric Corp., was

deemed non-responsive due to not providing specific information in accordance with the RFP requirements. Reference and background checks were conducted for the remaining four firms; no issues arose.

The Evaluation Committee (“Committee”) comprised of the following individuals met on June 21, 2016 to evaluate the submittals and establish the ranking of the firms:

1. Elia Nunez, Director of Public Works – Committee Chair
2. Tony Lopez, Chief of Operations
3. Dario Martinez, Facilities Coordinator

The RFP responses were evaluated based on the criteria set forth in the solicitation:

1. Price – 40 Points
2. Qualifications and Experience – 30 Points
3. Resources and Availability – 15 Points
4. Client References – 15 Points

= 100 Possible Points

The Committee ranked the responses as follows:

<b>Firm</b>	<b>Total Points</b>	<b>Ranking</b>
Electrical Contracting Service, Inc. (“ECS”)	289 Points	1
AUM Construction, Inc. (“AUM”)	242 Points	2
AGC Electric, Inc. (“AGC”)	234 Points	3
Universal Electric of Florida, Inc. (“Universal”)	219 Points	4

One month of historical invoices were utilized in order to arrive at a specific point allocation based on each vendor’s proposed rates for the price component of the evaluation criteria. In their discussion of the proposal responses, the Committee felt that each of the firms could provide the services; however, there were factors that set apart the top ranked firms.

AGC’s experience focused mostly on traffic control and signalization. Their normal hourly rates for master electrician and journeyman were also considerably higher than the other respondents and their mark-up percent went to the maximum allowed per the RFP at 10 percent. Hourly rates for bucket trucks were also at the higher end of the spectrum and they did not propose a rate for crane rental.

The Committee felt that while Universal’s response followed the requested format, they did not provide an equipment listing making it difficult to assess inventory on hand. The hourly

rates for master electrician and equipment are on the higher end of the spectrum and their mark-up is 10 percent. Universal also only provided three client references where five were requested.

AUM is a certified electrical contractor and general contractor. The Committee noted that the resumes provided for assigned staff demonstrated extensive history in various street light and camera system maintenance services. The group noted that the firm was a smaller company with only 6 field staff, yet the hourly rates were more competitive than the aforementioned firms and their mark-up is only 5 percent. AUM installs and maintains street lights for the Village of Key Biscayne as well as provides push-button streetlight maintenance to Miami-Dade County. AUM also has recent experience working within the Town as an existing sidewalk replacement and repair vendor for the Public Works Department.

With regard to ECS, the Committee noted the small size again with 6 field staff, yet competitive hourly rates and an 8 percent mark-up. ECS is the incumbent vendor on the Town's current electrical services contract. According to Town staff, they have historically been organized with billing and responsive to emergencies and the master electrician is often on-site to answer questions and available via phone when needed. They have worked with the Town over the past five years and their service level has been satisfactory.

Based on the above, the Committee recommends that the Town award continuing services agreements to ECS and AUM in an amount not to exceed budgeted funds per fiscal year. The initial contract term is three (3) years and the Town Manager may opt to renew the contracts for two (2) additional 12-month periods for a total possible contract length of five (5) years.

**Attachments:**

**RFP 2016-33 Solicitation**

**Eval Committee Ranking Summary**

**Electrical Contracting Service, Inc.**

**AUM Construction, Inc.**

**2016-33 Tabulation**

**Resolution - Awarding Contract - Electrical Contracting Service and AUM Construction**

**RESOLUTION NO. 16-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-33, ELECTRICAL SERVICES – AS NEEDED TO ELECTRICAL CONTRACTING SERVICE, INC. AND AUM CONSTRUCTION INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the “Town”) issued Request for Proposals (“RFP”) No. 2016-33 on May 9, 2016, to secure fixed time and materials rates for various electrical services on an as-needed basis; and

**WHEREAS**, the work includes all labor, supervision, materials, parts, machinery, tools means of transportation, supplies, equipment and services necessary to provide as needed electrical repair, replacement and installation services; and

**WHEREAS**, four (4) responsive proposals were submitted by the published RFP deadline; and

**WHEREAS**, an Evaluation Committee comprised of Town staff reviewed the submittals in accordance with the criteria stated in the solicitation and recommended number one ranked proposer Electrical Contracting Service, Inc. be awarded as the Primary contractor; and

**WHEREAS**, the Evaluation Committee recommended the second ranked proposer, AUM Construction, Inc. be awarded a Secondary back-up contract; and

**WHEREAS**, the initial contract periods are three years with two twelve-month options to renew; and

**WHEREAS**, the estimated value of these services over the five year period is approximately \$500,000 in accordance with funds historically budgeted for such services; and

**WHEREAS**, the Town Council approves the recommendation of the Town Manager and authorizes the Town Manager to enter into contracts with Electrical Contracting Service, Inc. and AUM Construction, Inc. for award of RFP 2016-33 Electrical Services – As Needed.

**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 Contracts.** The Town Council hereby approves the award of RFP 2016-33, to Electrical Contracting Service, Inc. and AUM Construction, Inc. in an amount not to exceed budgeted funds per fiscal year.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contracts Electrical Contracting Service, Inc. and AUM Construction, Inc. for Electrical Services – As Needed.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract from the General Fund.

**Section 5. Execution of the Contracts.** The Town Manager is authorized to execute the Contracts with Electrical Contracting Service, Inc. and AUM Construction, Inc. for Electrical Services – As Needed on behalf of the Town in an amount not to exceed budgeted funds per fiscal year, in substantially the form attached hereto as Exhibits A and B, respectively, and to execute any required agreements and/or documents to implement the terms and conditions of the contract and to execute any extensions 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 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

---

Michael A. Pizzi, Jr.  
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 Service, Inc.**  
for  
Electrical Services – As Needed  
per RFP 2016-33

# **EXHIBIT B**

Agreement  
between the  
Town of Miami Lakes  
and  
**AUM Construction, Inc.**  
for  
Electrical Services – As Needed  
per RFP 2016-33

# REQUEST FOR PROPOSALS

## Electrical Services (As Needed)

**RFP No. 2016-33**



The Town of Miami Lakes Council:

Mayor Michael A. Pizzi, Jr.  
Vice Mayor Timothy Daubert  
Councilmember Manny Cid  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez

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

Date Advertised	Monday, May 9, 2016
Closing Date & Time	2:00 PM Wednesday, June 8, 2016



May 9, 2016

## LEGAL NOTICE / REQUEST FOR PROPOSALS

**RFP No.:** 2016-33  
**RFP Name:** Electrical Services (As Needed)  
**Pre-Proposal Conference:** N/A  
**Proposals Due:** 2:00 PM Wednesday, June 8, 2016

The Town of Miami Lakes, Florida, (“Town”) is soliciting Proposals and intends to select qualified, licensed and experienced contractors to provide electrical services to the Town on an as-needed basis in accordance with the terms, conditions and specifications contained in the Request for Proposals (“RFP”). The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment and services necessary to properly provide as needed electrical repair, replacement and installation services.

The Town reserves the right to contract with one or multiple Proposers in a primary/secondary or tiered award. Award to successful Proposer(s) will be at the sole discretion of the Town. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references.

Sealed Proposal packages must be submitted in the form of one (1) original and four (4) copies and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive and must be received by the time and date stated above by the Office of the Town Clerk, Town of Miami Lakes Government Center at 6601 Main Street, Miami Lakes, FL 33014 at which time and place proposals will be publicly opened and read. **Any Proposals received after the specified time and date will not be considered.** The responsibility for submitting a Proposal before the stated time and date is solely and strictly the responsibility of the Proposer.

The complete PDF solicitation document is available on the Town’s website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) (under “Contractual Opportunities”) and on [www.DemandStar.com](http://www.DemandStar.com). The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP must be directed to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Pursuant to subsection (t) “Cone of Silence” of Section 2-11.1 “Conflict of Interest and Code of Ethics Ordinance” of Miami Dade County, public notice is hereby given that a “Cone of Silence” is imposed concerning this solicitation. The “Cone of Silence” prohibits communications concerning RFP’s, RFQ’s or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

**RFP 2016-33**

**Electrical Services (As Needed)**

**Table of Contents**

<b>Section Number</b>	<b>Description</b>	<b>Page Number</b>
	<b>Legal Notice / Request for Proposals</b>	<b>2</b>
<b>I</b>	<b>General Terms and Conditions</b>	<b>4</b>
<b>II</b>	<b>Special Terms and Conditions</b>	<b>14</b>
<b>III</b>	<b>Detailed Requirements - Scope of Services</b>	<b>20</b>
<b>IV</b>	<b>Proposal Package and Required Forms</b>	<b>25</b>

**Town of Miami Lakes – Overview**

The Town of Miami Lakes was incorporated on December 5, 2000, and is one of 36 municipalities in Miami-Dade County, Florida. Conveniently located just 16 miles north of Downtown Miami and only 10 miles from Miami International Airport, our town is home to approximately 30,000 residents and 1,500 businesses. The Town encompasses about 6.8 square miles, bound by NW 170<sup>th</sup> Street and the Palmetto Expressway (SR 826) to the north, NW 138<sup>th</sup> Street to the south, NW 57<sup>th</sup> Avenue (Red Road) to the east, and Interstate 75 to the west.

The Town is approximately 94%+/- built out, with only a small portion of the land remaining vacant and undeveloped. As a result, the Town’s current and long-term planning efforts have shifted from a primarily growth-management related role to a larger focus on economic development and redevelopment. This trend is anticipated to continue over the next ten years.

As part of our mission, the Town strives to be a friendly, peaceful, safe and beautiful place where residents and business leaders take pride in where they work and play. The Town Council and staff are consistently working to maintain those standards and enhance the quality of life for residents. We look forward to continuing to provide quality services to the community that we serve to ensure Miami Lakes continues “growing beautifully”. Thank you for your interest in doing business with the Town.

## SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE TOWN OF MIAMI LAKES. THE TOWN OF MIAMI LAKES MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. SUBMITTER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS SOLICITATION SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE SUBMITTER REGARDLESS OF ANY LANGUAGE IN SUBMITTER'S CONTRACT TO THE CONTRARY.

### 1. Definitions

The Town will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the solicitation process. The terms may be used interchangeably by the Town: ITB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Invitation to Bid (ITB):** When the Town is requesting bids from qualified Bidders.

**Request for Proposals (RFP):** When the Town is requesting proposals from qualified Proposers.

**Bid:** A price and terms quote received in response to an IFB.

**Proposal:** A proposal received in response to an RFP.

**Bidder:** Person or firm submitting a bid.

**Proposer:** Person or firm submitting a proposal.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

**First Ranked Proposer:** That Proposer, responding to a Town RFP, whose proposal is deemed by the Town, the most advantageous to the Town after applying the evaluation criteria contained in the RFP.

**Seller:** Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the Town.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Town.

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the Town.

**Change Order:** A written signed and approved document by the Town Manager or designee ordering a change in the contract price or contract time or a material change in work.

### 2. Preparation of Bids

- a) The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- b) An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

### **3. Examination of Bid Documents**

Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) be knowledgeable of federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

### **4. Modification and Withdrawal of Bids**

Bids will be valid and irrevocable for at least 120 days. Bidder may change or withdraw a bid at any time prior to the submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. After expiration of the period for receiving bids, no bids may be withdrawn or modified. Bidders must not assign or otherwise transfer their bid response.

### **5. Acceptance or Rejection of Bids**

No bid will be accepted from, nor will any contract be awarded to any person or firm who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed responsible or unreliable to the Town, or who has been debarred by a federal, State of Florida, or Florida public entity.

The Town reserves the right to disqualify any bid before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Bidder. The Town reserves the right to waive any immaterial defect or informality in any bid; to reject any or all bids in whole or in part, or to withdraw or re-advertise the solicitation.

### **6. Bidder's Expenditures**

Bidder understands and agrees that any expenditure they make in preparation and submittal of bid or in performance of any services requested by the Town in connection with the bid are exclusively at the expense of the bidder. The Town will not pay or reimburse any expenditure or any other expense incurred by any bidder in preparation of a bid, or anticipation of an award of a contract, or to maintain the approved status of the Successful Bidder(s) if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

### **7. Addendum**

If the bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, bidder shall submit a written request to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum. 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 deadline, 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.

The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the bidder's sole responsibility to check the Town's Procurement website prior to the bid submittal deadline to ensure that the bidder has a complete, up-to-date package.

### **8. Cone of Silence**

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid. Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager and shall contain the requester's name, address, and telephone number. During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Town's professional staff including, but not limited to Town Council, the Town Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Division at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov).

### **9. Certification of Accuracy**

Bidder, by signing and submitting its bid response, certifies and attest that all Forms, Affidavits and documents related thereto included in its bid, in support if its bid are true and accurate. Any Bidder who submits in its bid response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

**10. Clarifications**

The Town reserves the right to make site visits, visit the bidder's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more bidders, after the deadline for bid submittal.

**11. Subcontractor(s)**

Subcontractor(s) are an individual or company who has a contract with the Bidder to assist in the performance of the work required under this Bid. Subcontractor(s) will be paid through Bidder and not paid directly by the Town. Bidder must clearly reflect in its Bid the major Subcontractor(s) to be utilized in the performance of the work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Bidder(s) and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Bidder(s) nor any of its Subcontractor(s) are considered to be employees or agents of the Town.

**12. Awards**

The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received. The Town does not represent that any award will be made.

If applicable, the bidder to whom award is recommended shall execute a written contract prior to award by the Town Council. If the bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next lowest bidder who is responsible and responsive in the opinion of the Town.

**13. Contract Terms and Conditions**

The Bidder(s) selected to provide the services requested herein (the "Successful Bidder(s)") will be required to execute a contract with the Town. The terms, conditions, and provisions in the solicitation document are included and incorporated in the final contract.

**14. 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 the following order of precedence shall apply:

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

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over a ITB

In the event that drawings and specifications are provided with a Work Order the priorities stated below shall govern:

- Scope of Work and Specifications shall govern over plans and drawings
- Schedules, when identified as such shall govern over all other portions of the plans
- Specific notes shall govern over all other notes, and all other portions of the plans, unless specifically stated otherwise
- Larger scale drawings shall govern over smaller scale drawings
- Figured or numerical dimensions shall govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

**15. Indemnification**

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

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

This indemnification obligation shall survive the expiration or termination of this Contract. The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

**16. Insurance**

If the Contractor is required to go on to Town property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by Town or specified in the Special Terms and Conditions.

The Contractor shall provide original certificates of coverage to the Procurement Division prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Town Manager. The certificates must list the Town as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town Manager if circumstances change or adequate protection of the Town is not presented. Bidder, by submitting its bid, agrees to abide by such modifications.

**17. Taxes**

The Town of Miami Lakes is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the Town shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall a Contractor be authorized to use the Town's Tax Exemption Number in securing such materials. 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.

**18. Completion of Work and Delivery**

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Town of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Town.

**19. Failure to Deliver or Complete Work**

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Town exercises this authority, the Town shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Town as a result of having to secure the services of another vendor.

**20. Notices**

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. For the present, the parties designate the following as the respective places for giving of notice:

For Town:	With a copy to:
Alex Rey	Christina Semeraro
Town Manager	Procurement Manager
Town of Miami Lakes	Town of Miami Lakes
6601 Main Street	6601 Main Street
Miami Lakes, Florida 33014	Miami Lakes, Florida 33014

For Contractor:  
(To Be Determined)

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful bidder and the Town regarding the progress of the work.

**21. Town May Avail Itself of All Remedies**

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

**22. Local Preference**

This RFP is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. Information on the Local Business Preference can be found at [http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=102&Itemid=305](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305).

**23. Business Tax Receipt Requirement**

Bidder must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Bidders with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

**24. Defense of Claims**

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

**25. Attorney's Fees and Costs**

Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Contract, 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.

**26. Governing Law and Venue**

This Contract shall be interpreted and governed according to the laws of the State of Florida. Any dispute or conflict arising out of or relating to this solicitation or resultant contract must be brought only in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The Parties agree such court and such court alone shall have personal jurisdiction and venue over any action relating to this agreement and further agree to waive any rights they may have to challenge the court's jurisdiction over them.

**27. Protest Process**

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

**28. Access and Audit of Records**

The Town reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Town's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

**29. Public Records**

Bidder understands that the bid response 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, by submitting a bid, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Bidder must claim the applicable exemptions to disclosure as provided by said Florida Statute in its bid by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

**30. Substitution of Personnel**

It is the intention of the Town that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Town's approval. In the event the substitute personnel are not satisfactory to the Town, and the matter cannot be resolved to the satisfaction of the Town, the Town reserves the right to cancel the contract for cause.

**31. Prompt Payment**

The Town will make payment for all purchases in a timely manner in accordance with Section 218,74, as amended. The Town will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. Contractor will be paid for actual work performed.

**32. Additional Fees and Surcharges**

Unless provided for in the contract/agreement, the Town will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

**33. Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**34. Compliance with Federal Regulations Due to Use of Federal Funding**

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

**35. Severability**

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

**36. Non-Exclusive Contract**

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

**37. 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.

**38. Third Party Beneficiaries**

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

**39. Assignment or Sale of Contract**

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor 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 shall 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.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

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

**40. 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.

**41. Contract Extension**

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

**42. Nondiscrimination**

Bidder agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Bidder agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

**43. Contingent Fees**

Bidder represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an contract.

**44. Assignment; Non-Transferability of Response**

A Response must not be assigned, transferred, purchased, or conveyed. A Bidder who is purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

**45. 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.

Any transference 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.

**46. Fraud and Misrepresentation**

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

**47. Patents and Royalties**

The Contractor, without exception, shall indemnify and save harmless the Town and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Town. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**48. Other Agencies**

All Bidder(s) awarded contracts from this solicitation may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any municipality or other agency be obligated for placing an order for any other municipality or agency: nor will any municipality or agency be obligated for any bills incurred by any other municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded Bidder(s).

**49. Contractor Default**

a. Event of Default

An event of default will mean 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, will include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;

- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- 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;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;
- The Contractor has failed in the representation of any warranties stated herein;
- The Contractor has failed to comply with the requirements of the contract;
- The Contractor has failed to deliver the Signage in the timeframe established in the Contract or as may be extended by the Contract;
- 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 section 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.

**50. 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 work site(s).

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

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- 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;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town's liability under the Contract; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation 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, 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.

**51. 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 shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Does Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

**52. Claims, Disputes and Mediation**

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

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work. Should the initial efforts at resolution not end in a mutual resolution then the Contractor must notify in writing the Procurement Manager of the claim or dispute.

The Contractor must submit its claim or dispute in writing, with all supporting documentation, to the Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding. Any dispute of the Town Manager's determination must be received within fourteen (14) days after the decision is issued. The dispute then will be submitted to non-binding arbitration to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this section. This process must be followed prior to instituting any lawsuit.

**53. 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.

**54. Conflict of Interest**

Bidder must complete Affidavit COI certifying that its Bid Submittal is made independently of any assistance of 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.

**55. Collusion**

Bidder certifies that its bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a bid for the same services, or with any Town department. Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. Bidder further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all bids where collusion may have occurred. Bidder must include in its bid the Non-Collusive Affidavit. Failure by the bidder to submit this affidavit will result in the bid being deemed non-responsive.

**56. Drug Free Workplace**

Bidder that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee. Should a tie in the ranking of Responses occur the tied Bidders will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

**57. Town May Avail Itself of All Remedies**

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

**58. Delivery, Storage and Installation**

All materials shall be F.O.B. delivered. The Contractor shall be solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor shall make all arrangement for delivery. Contractor shall be 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.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

**59. Substitutions**

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 to include type, grade, quality, and size. Acceptance of substitutions shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

**60. Staging Site**

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

**61. Ownership of the Work**

The Contractor shall be solely responsible for all Work including materials, supplies, and or equipment prior to final written acceptance. Contractor shall be liable for all damage, theft, maintenance, health and safety until such time as the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

**END OF SECTION**

## **SECTION II SPECIAL TERMS AND CONDITIONS**

### **1. Minimum Qualification Requirements**

To be eligible for award of a contract in response to this solicitation:

1.1 Proposer must possess a current valid State of Florida Electrical Contractor license, and

1.2 Proposals will only be considered from firms that have been continuously engaged in providing services similar to those specified herein for a minimum of five (5) years (minimum 60 months) and that are presently engaged in the provision of these services.

The Town will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

### **2. Proposal Requirements**

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in the RFP Legal Notice, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, will be considered in response to this RFP. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered.

Proposals must be submitted in the form of one (1) original and four (4) copies of the original and one duplicate PDF of the entire original proposal on CD-ROM or flash drive. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner: **"RFP No. 2016-33, ELECTRICAL SERVICES"**.

### **3. Proposal Format**

The proposal shall contain four (4) sections:

#### **Section 1: Qualifications and Experience**

- a) Clearly describe the ability to perform the scope of services proposed.
- b) Provide fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated in Article 1 above.
- c) Provide resumes for all of firm's employees that will be used in providing the services specified herein to include information about licenses, certifications & trainings.

#### **Section 2: Resources and Availability**

- a) Provide a list of current electrical services contracts of similar scope and size.
- b) Describe the firm's management plan to be used, staffing configuration and safety protocols.
- c) Provide information about the equipment and services at the firm's disposal.

**Section 3: References**

Proposer shall provide a list of at least five (5) clients that proposer has provided similar services in the past three (3) years. Governmental references are preferred. For each client reference include:

- Name of organization
- Contact person, title, address to include city, state and zip code, telephone number and valid email address
- Start and completion date of the contract

**Section 4: Proposal Package**

Proposer shall insert information where requested, execute all forms in Section 4 and attach documentation where requested.

**4. Schedule of Events**

The Town will use the following tentative schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

RFP Available	05/09/16
Pre-Proposal Conference	N/A
Deadline for Receipt of Questions	05/31/16
Addendum Release (if required)	06/02/16
Proposals Due (2:00 PM EST)	06/08/16
Selection Committee Review/ Shortlist Prepared	06/13/16 – 06/17/16
Oral Interviews with Finalists and/or Proposer Selection	06/20/16 – 06/23/16
Council Award of Contract	07/26/16

**5. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

**6. Performance**

It is the intention of the Town to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer(s) must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or Town residents.

**7. Contract Term**

The initial contract period shall be for three (3) years. The Town reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension and all terms, conditions and specifications remain the same. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the Town.

**8. Cost Adjustments**

8.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an

adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

8.2 The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

## **9. Invoices and Payment**

Contractor will provide the Town with one invoice within thirty (30) days of the date the Work under a Work Order was completed. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. The Town will take action to pay, reject or make partial payment on the 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.

The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form of the Contract.

## **10. 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 must 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:

### **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. The policies must include:

- 1) Waiver of subrogation

- 2) Statutory State of Florida
- 3) Limit of Liability

**Employer’s Liability**

Limit for each bodily injury by an accident must be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.

**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.

**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 \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- 1. Products and/or Completed Operations for contracts with an Aggregate Limit of \$300,000 for the term of the Contract. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
- 2. Personal and Advertising Injury with an aggregate limit of \$300,000.
- 3. CGL Required Endorsements: Employees included as insured, Contingent, Liability/Independent Contractors Coverage, Contractual Liability, Waiver of Subrogation, Premises and/or Operations, Loading and Unloading

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

**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.

**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 is responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**11. Evaluation Procedures**

The procedure for Proposal evaluation and selection is as follows:

- a. Request for Proposals issued.
- b. Receipt of Responses.
- c. Opening and listing of all Responses received.
- d. Preliminary review of the Responses by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
- e. Review by Town Staff to confirm that the Proposer’s Team is qualified to render the required services according to State regulations.
- f. The Evaluation Committee (“Committee”), appointed by the Town Manager, will meet to evaluate and rank each responsive Proposal in accordance with the requirements of the RFP. At the Committee’s option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
- g. The Committee forwards its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking of the Responses.
- h. The Town Manager will review the Evaluation Committee’s recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie, the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or “short list” of a combination of a recommended Proposer and the “short list” to the Town Council.
- i. As stated in the solicitation, the Town Manager may conduct negotiations with the highest ranked Proposer.
- j. If the Town Manager is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
- k. The Town Council will make the final selection and award.

**12. Evaluation Method and Criteria**

The selection of a Proposer will be based on the Proposal most advantageous to the Town based the following evaluation criteria on a 100-point scale:

- Price = 40 Points
- Qualifications and Experience = 30 Points
- Resources and Availability = 15 Points
- Client References = 15 Points

The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the right, where it may serve the Town's best interest to request additional information or clarification from Proposers.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the service, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

**13. Oral Presentations**

Short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to an award recommendation. The Firm's Project Manager shall be the sole presenter. The Selection Committee may elect to re-rank the finalist's proposals. Should the Town require such oral presentation; the Proposer will be notified five (5) days in advance of appearing before the Selection Committee.

**14. Negotiations**

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the Town, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the Town and said Proposer cannot negotiate a Successful Contract, the Town may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

**END OF SECTION**

## **SECTION III**

### **DETAILED REQUIREMENTS – SCOPE OF SERVICES**

#### **1. Purpose**

The Town of Miami Lakes, Florida, (“Town”) is soliciting Proposals and intends to select qualified, licensed and experienced contractors to provide electrical services to the Town on an as-needed basis in accordance with the terms, conditions and specifications contained in the Request for Proposals (“RFP”). The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment and services necessary to properly provide as needed electrical repair, replacement and installation services.

#### **2. As-Needed Services**

Electrical services include installation of equipment and components for the Town buildings, parks, and roadways, which includes but is not limited to poles, decorative landscape lighting, roadway sign lighting, breakers, photocells, various types of lighting (including LED, street lighting, and sports field lighting), welcome signs and roadway entrance features, breakers, panel boards, photocells, contactors, transformers, outlets, switches, and other similar work.

The successful firm will provide a full range of electrical services on an as-needed basis including, but not limited to:

- Diagnostic/troubleshooting and testing services
- General electrical maintenance and repair
- Repair and/or replacement of sport, street, and parking lot lights and fixtures
- Installation of conduit, wiring, junction boxes, fixtures and electrical equipment to repair or replace existing installations
- New service installations
- Panel/Breaker installation/replacement
- Generator connection for special events
- Emergency repair work

#### **3. Contractor Responsibilities**

- 3.1 All work must be provided in a professional workmanlike manner in accordance with the National Electric Code (NEC) and Town Code. While working on behalf of the Town, all Federal, State and Local safety rules and regulations including but not limited to OSHA, National Electric Safety Code, and FDOT (for traffic control) must be complied with.
- 3.2 Firm must be available to perform emergency repairs as the need arises: Twenty-four (24) hours per day, seven (7) days a week. Response time for emergency repairs must be within one (1) hour of notification to firm by the Town’s representative of the need for such repairs. Emergency work requested by the Town after normal working hours shall be billed at the “after normal operating hours” rate.
- 3.3 All work shall be performed in accordance with the hours set forth in the Town’s noise Ordinance No. 04-50 unless otherwise specified in writing by the Project Manager. The Town’s normal operating hours are from 8:30 a.m. to 5:00 p.m. Monday through Friday. The Town anticipates utilizing the selected firm on an as-needed basis during normal operating hours. Firm may opt to work on a Town Holiday subject to approval from the Project Manager. Firm understands and agrees that their decision to work on a Town Holiday or after normal operating hours (unless directed to do so in accordance with Item 3.2 above) is by choice and charges for such work shall be billed at the “regular” rate.

- 3.4 Hourly Rates shall be inclusive of all costs with the exception of parts/new units and shall include but not be limited to all labor, equipment, tools, vehicles, profit, overhead, employee benefits, insurance, etc. necessary to perform the required work. Parts shall be billed at wholesale cost plus a percentage mark-up.
- 3.5 The Town will request an estimate of work to be performed, especially for large projects. Each request for estimate shall set forth the work to be accomplished, time to complete, and if available shall include the materials required and applicable specifications and drawings to be followed.
- 3.6 Firm shall provide written repair estimates for extensive repairs or emergency repairs as may be required. Estimates shall include all time and material charges. The firm must inform the Town representative of the repair estimate and request authorization to proceed. Estimates must be approved in advance by the Town.
- 3.7 Firm shall document all site visits recording work performed, labor hours incurred, material and parts used, and other expenses. Firm shall keep Project Manager apprised of all electrical issues.
- 3.8 Firm shall utilize energy management system(s) interfaced with Town electrical systems.
- 3.9 As determined by the Town, Contractor shall be responsible for contacting Sunshine State One Call at 811 prior to their excavation of underground lines to serve as the Town's representative to avoid any potential issue to the Town and damage to existing utility lines.
- 3.10 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. All work is subject to inspection and approval of the Town's Building Official or designee.
- 3.11 Firm must check-in and check-out with the Project Manager when servicing Town property.
- 3.12 Firm shall not charge travel time for any service, emergency or routine.
- 3.13 Firm shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from materialmen's and mechanic's liens. At time of invoicing, firm shall provide Town with final lien releases from all suppliers providing materials, supplies and labor related to the work.
- 3.14 All materials and equipment furnished by the Contractor shall be new and unused in their original sealer wrapper or container prior to use on a Project. Materials may be subject to inspection prior to use on a Project. Where materials or equipment are, as determined by the Project Manager, not new, unused, or in their original wrapper, or container, the Project Manager may reject their equipment or materials and require its replacement prior to use on a Project. The Town may, at its sole discretion, furnish materials to be used for a Project.
- 3.15 Firm warrants that for one (1) year from the Town's acceptance, the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. Firm also warrants that all material (including repair and replacement parts) will function properly for a period of

one (1) year from the Town's acceptance and that such material will be new and of original manufacture. Upon Town's notice to the Firm of any defect or nonconformance, firm shall within one (1) business day of the Town's notice promptly correct or re-perform, at no cost to the Town, any such services and material. If firm fails or refuses to correct or re-perform, Town may correct or replace with similar services and materials and charge to the firm the cost incurred by the Town.

3.16 The Contractor shall be available, at the Town's request, to assist the Town and/or its designee at the Emergency Operations Center (EOC) during emergency situations, including but not limited to hurricane preparedness and recovery.

3.17 Each Work Crew shall have suitable transportation in the form of a one-half ton (minimum size) full size pickup truck and/or other appropriate vehicle(s) necessary to complete the Project. The truck should be capable of transporting items up to eight foot (8') in length. All vehicles shall be in good working order, with current license, registration, and insurance. The vehicle(s) must also be substantially free of body damage and must be painted uniformly. All vehicles must include the name of the Contractor, Contractor's license number, business telephone number. Rented or borrowed vehicles should properly identify the name and telephone number of the rental company or company from whom it was obtained.

3.18 Subcontracting of the work is not permitted under this contract.

#### **4. Personnel Classifications**

The following minimum personnel qualifications shall apply to any and all labor provided under the contract and shall form the basis for development of individual rates in the Price Schedule:

4.1 Master Electrician shall have a minimum of seven (7) years of experience.

4.2 Journeyman shall have a minimum of five (5) years of experience.

4.3 Apprentice shall have a minimum of two (2) years of experience working directly with a Journeyman.

#### **5. Award of Projects**

Should more than one award be made under this RFP the Primary Contractor will be afforded the first opportunity to be issued a Work Order for a Project. However, the Project Manager may issue a Work Order to the Secondary Contractor include, but not be limited to the following:

- The Town and the Primary Contractor cannot agree on the cost/scope of the Project.
- The Primary Contractor cannot perform the Work in the specified timeframe.
- The Primary Contractor does not respond to the Work Order Proposal in the stated timeframe.
- The Project Manager determines that the Primary Contractor has too much Work
- There is insufficient capacity remaining in the Primary Contractor's Contract.
- The Primary Contractor has failed to successfully perform on previous Work Orders or under other Contracts with the Town.

The determination on using the Secondary Contractor shall rest solely with the Project Manager and the Town.

The Town will utilize a Work Order process for issuing Work under the Contract. However, where the Project Manager determines that the Work to be performed falls within either the Emergency or Critical Repair categories, as defined by the Contract the Project Manager may issue a Notice To Proceed in writing that the Contractor proceed with the Work. Where an emergency situation

exists, which affects life/safety that does not allow time to issue written notice to proceed, the Project Manager shall issue a verbal Notice to Proceed and follow up as soon as possible with written verification.

The Project Manager will provide the Contractor with appropriate information in order for Contractor to develop a Proposal, which will include the scope of work and, the timeframe for completing the Project, and available drawings (if any), and any additional contract terms and conditions specific to the Project, including but not limited to additional insurance, liquidated damages, etc. The Contractor will also be provided a deadline to respond to the Project Manager concerning the Project.

The Contractor is responsible to visit the site, review any drawings and scope of work, and the site conditions. The Contractor is required to respond to the Project Manager, within the specified timeframe, with a Price Proposal and confirmation that they can perform the Work in the stipulated timeframe. The Price Proposal must include a breakdown of the maximum number of labor hours by trade classification to perform the Work and the maximum estimated cost of materials and equipment required to perform the Work in accordance with the contract Price Schedule. The Project Manager will review any recommended revisions and in its sole discretion accept or reject, in writing, the proposed revisions.

Upon written acceptance of the Work Order Proposal, the Project Manager will issue a written Work Order and/or Notice to Proceed for the Project. Where the Contractor rejects the Proposal or where the Contractor fails to respond within the stipulated timeframes the Project Manager may award the Project to another Contractor, or utilize other means available to the Town. Contractor shall not commence any Work without receiving a written Work Order and/or Notice to Proceed from the Town.

## **6. Town Furnished Drawings**

The Town, in its sole discretion, may furnish design drawings. It shall be the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor shall be solely responsible for verifying the accuracy of any Town provided drawings prior to commencing the Work, and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This shall also apply to any revisions or omissions identified by the Contractor.

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that 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 shall include its recommendation for resolution. The Town shall respond in writing.

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

**7. Access to Utilities**

The Contractor is responsible for providing power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

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

**8. Authority of the Project Manager**

The Town Manager hereby authorizes the Project Manager designated in the Work Order to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

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

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

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

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

The Project Manager will not be 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.

**END OF SECTION**

**SECTION IV**  
**PROPOSAL PACKAGE AND REQUIRED FORMS**

**PRICE PROPOSAL FORM**

<b>RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED</b>	
<b>Hourly Rate – During Normal Operating Hours</b>	
Master Electrician	\$
Journeyman/Supervisor	\$
Apprentice/Helper	\$
Laborer	\$
<b>Hourly Rate – After Normal Operating Hours (SEE NOTE #1 BELOW)</b>	
Master Electrician	\$
Journeyman/Supervisor	\$
Apprentice/Helper	\$
Laborer	\$
<b>Additional Hourly Rates</b>	
Bucket Truck – Daily operations, less than 50'	\$
Bucket Truck – Minimum 50', on call or emergency	\$
Crane – for 30' & 40' light poles	\$
<b>Parts and Materials Mark-Up (SEE NOTE #2 BELOW)</b>	
Percentage <b>(NOT TO EXCEED 10%)</b>	%

**NOTES:**

- 1 After normal operating hours price shall not exceed two times that of the normal operating hours price.
- 2 Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.

*-Continued on next page-*

**CONTINUED -- PRICE PROPOSAL FORM**

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: \_\_\_\_\_ F.E.I.N. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

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 proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is 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: \_\_\_\_\_

---

---

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

---

---

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

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

**RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED  
ADDENDUM ACKNOWLEDGEMENT FORM**

---

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this RFP

Firm's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**INSERT NARRATIVE PROPOSAL – REFERENCE SECTION II,  
ITEM 3 (“PROPOSAL FORMAT”) FOR REQUIREMENTS**

**FIRM'S QUESTIONNAIRE**

This Questionnaire ***must*** be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit ***additional*** information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town will result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable, in such instances insert "N/A".

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

**A. Business Information**

1. How many years has your company been in business under its current name and ownership?

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


b. Date company licensed by the State of Florida or Miami-Dade County: \_\_\_\_\_

c. State and Date of Incorporation: \_\_\_\_\_

c. What is your primary business? \_\_\_\_\_  
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:  
\_\_\_\_\_

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company  
\_\_\_\_\_  
\_\_\_\_\_

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date

---

3. Type of Company (circle one):

Corporation      "S" Corporation      LLC      Sole Proprietorship

Other: \_\_\_\_\_

**(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)**

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership
------	-------	----------------

_____		
_____		
_____		
_____		

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

\_\_\_\_\_

\_\_\_\_\_

c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other:

\_\_\_\_\_

5. Employee Information

Total No. of Employees: \_\_\_\_\_ Number of Managerial/Admin. Employees: \_\_\_\_\_

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

\_\_\_\_\_

7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**)

a. Insurance Carrier name & address: \_\_\_\_\_

\_\_\_\_\_

b. Insurance Contact Name, telephone, & e-mail: \_\_\_\_\_

\_\_\_\_\_

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

d. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

\_\_\_\_\_

\_\_\_\_\_

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

---

---

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No (If yes, provide an attachment that provides an explanation of the project and an explanation.
11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation.  Yes  No
12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work.

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Notary Public, State of Florida

\_\_\_\_\_

(Printed Name)

My commission expires: \_\_\_\_\_



**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public State of Florida at Large

**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 \_\_\_\_\_  
**[print individual's name and title]**  
for \_\_\_\_\_  
**[print name of entity submitting sworn statement]**  
whose business address is  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
a. A predecessor or successor of a person convicted of a public entity crime; or  
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will 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.**

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name notary public)

**CONFLICT OF INTEREST AFFIDAVIT**

State of \_\_\_\_\_ }

} SS:

County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder 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 Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder 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 Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid 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:

\_\_\_\_\_

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

Witness

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public State of Florida at Large

## **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.

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
FIRM'S SIGNATURE

**END OF SECTION**



**SAMPLE AGREEMENT**

**AGREEMENT**

*between*

**THE TOWN OF MIAMI LAKES**

*and*

**FIRM NAME HERE**

*for*

**RFP No.** \_\_\_\_\_

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_, a Florida corporation with principal offices at \_\_\_\_\_ (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street, Miami Lakes, FL 33014 (hereinafter referred to as the "Town").

**WITNESSETH:**

**WHEREAS**, on January 7, 2016, the Town issued Request for Proposals ("RFP") No. \_\_\_\_\_ which includes the General Terms and Conditions of the RFP, Special Conditions, Technical Specifications and Exhibits, Bid Forms, and associated addenda, which are collectively referred to as the "RFP \_\_\_\_\_" and which is attached hereto and incorporated herein as **Exhibit "A"**; and

**WHEREAS**, on \_\_\_\_\_ 2016, the Contractor submitted a response to RFP No. \_\_\_\_\_, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as **Exhibit "B"**; and

**WHEREAS**, the aforementioned Exhibits "A" and "B" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP No. \_\_\_\_\_, which includes the Notice to Proposers, Submission of a Response, Scope of Work, Response Format, Evaluation/Selection Process, Terms and Conditions, Price Proposal, Required Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2016-21, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to make payment in accordance with the terms of RFP No. \_\_\_\_\_ incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

4. This Agreement will be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew the Contract for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP No. \_\_\_\_\_ Section \_\_\_\_\_.

5. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

6. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. The terms of this Agreement;
2. Last addendum issued
3. RFP Solicitation No. \_\_\_\_\_
4. RFP Exhibits, Solicitation No. \_\_\_\_\_
5. Contractor's Proposal, Solicitation No. \_\_\_\_\_

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and \_\_\_\_\_, signing by and through its \_\_\_\_\_ (title of individual) duly authorized to execute same.

WITNESS/ATTEST

**FIRM NAME HERE** \_\_\_\_\_

**SAMPLE FORM ONLY, DO NOT SIGN**

Signature

ii. \_\_\_\_\_

Signature

i. \_\_\_\_\_

Print Name, Title

iii. \_\_\_\_\_

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Contractor Secretary

(Affirm Contractor Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation of the State of Florida

\_\_\_\_\_  
Gina Inguanzo, Town Clerk

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

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

\_\_\_\_\_  
Town Attorney

**Town of Miami Lakes**  
**RFP 2016-33**  
**Electrical Services – As Needed**  
**Addendum #1**  
**Due Date: 2:00 PM June 8, 2016**

This addendum is incorporated into and made a part of the Request for Proposals (“RFP”) 2016-33. 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 and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

**1. Price Proposal – Firms shall quote the additional line item directly on this addendum form below.**

Addition of a line item for generator connection at special events approximately 5-10 times per year. Special events include but are not limited to concerts in the park, Fourth of July event, Miami Lakes Rocks, etc.

**Fixed Fee below includes pulling required permit\* from Building Department, Journeyman on-site generator connection at time specified by Town designee and meeting with inspector (typically not to exceed one (1) hour\*\*).**

\$ \_\_\_\_\_ **Fixed fee per event**

**\* Contractor shall not invoice for permit fee; Permit will be paid directly by the Town at cost.**

**\*\* If Journeyman remains on site per Project Manager’s written directive, Contractor will be compensated according to the applicable hourly rate per the contract.**

**Mark-up for any applicable parts and materials will be in accordance with the applicable percentage per the contract.**

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Date

Christina Semeraro, MPA, CPPB  
Procurement Manager

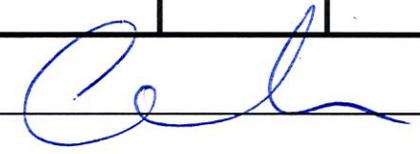
**Town of Miami Lakes  
Evaluation Committee Ranking Summary**



**Project Title:** Electrical Services - As Needed      **RFP No.** 2016-33

<b>Committee Member</b>	<b>AGC Electric, Inc.</b>	<b>AUM Construction, Inc.</b>	<b>Electrical Contracting Service, Inc.</b>	<b>Universal Electric of Florida, Inc.</b>				
<b>Elia Nunez</b>	76.56	90	96.26	80.44				
<b>Tony Lopez</b>	87.56	82	96.26	73.44				
<b>Dario Martinez</b>	69.56	70	96.26	65.44				
<b>Total Score</b>	<b>233.68</b>	<b>242</b>	<b>288.78</b>	<b>219.32</b>				
<b>Ranking</b>								
	3	2	1	4				

**Name of Preparer:** Christina Semeraro

**Signature:** 

**Date:** June 28, 2016

rev: 5/21/14

RFP 2016-33  
Electrical Services - As Needed

Description	AUM Construction, Inc.	Electrical Contracting Service, Inc.	Universal Electric of Florida, Inc.	AGC Electric, Inc.
<b>Hourly Rate - During Normal Operating Hours</b>				
Master Electrician	\$ 38.00	\$ 34.00	\$ 49.00	\$ 80.00
Journeyman/Supervisor	\$ 35.00	\$ 47.00	\$ 42.70	\$ 45.00
Apprentice/Helper	\$ 30.00	\$ 33.00	\$ 29.20	\$ 28.00
Laborer	\$ 20.00	\$ 21.00	\$ 10.00	\$ 26.00
<b>Hourly Rate - After Normal Operating Hours</b>				
Master Electrician	\$ 38.00	\$ 49.00	\$ 67.00	\$ 115.00
Journeyman/Supervisor	\$ 35.00	\$ 68.00	\$ 58.00	\$ 65.00
Apprentice/Helper	\$ 30.00	\$ 44.00	\$ 39.10	\$ 40.00
Laborer	\$ 20.00	\$ 31.00	\$ 15.00	\$ 38.00
<b>Additional Hourly Rates</b>				
Bucket Truck - Daily operations, less than '50	\$ 50.00	\$ 53.00	\$ 76.00	\$ 85.00
Bucket Truck - Minimum '50, on call or emergency	\$ 50.00	\$ 72.00	\$ 130.00	\$ 120.00
Crane - for 30' & 40' light poles	\$ 60.00	\$ 53.00	\$ 85.00	-
<b>Parts and Materials Mark-Up</b>				
Percentage (Not to exceed 10%)	5%	8%	10%	10%
<b>Generator connection for special events - Fixed Fee per event</b>	\$ 500.00	\$ 680.00	\$ 427.00	\$ 650.00



**AGREEMENT**  
*between*  
**THE TOWN OF MIAMI LAKES**  
*and*  
**ELECTRICAL CONTRACTING SERVICE, INC.**  
*for*  
**ELECTRICAL SERVICES – AS NEEDED**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Electrical Contracting Service, Inc., a Florida corporation with principal offices at 2375 West 77 Street, Hialeah, Florida 33016 (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street, Miami Lakes, FL 33014 (the "Town").

**WITNESSETH:**

**WHEREAS**, on May 9, 2016, the Town issued Request for Proposals ("RFP") 2016-33 Electrical Services – As Needed which includes the General Terms and Conditions of the RFP, Special Conditions, Detailed Requirements – Scope of Services and Exhibits, Forms, and associated addendum, which are collectively referred to as the "RFP 2016-33" and which is attached hereto and incorporated herein as **Exhibit "A,"** and

**WHEREAS**, on June 8, 2016, the Contractor submitted a response to RFP 2016-33 Electrical Services – As Needed, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as **Exhibit "B,"** and

**WHEREAS**, the aforementioned Exhibits "A" and "B" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP 2016-33 Electrical Services – As Needed, attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:



1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2016-33, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to make payment in accordance with the terms of RFP 2016-33 incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
4. This Agreement will be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew the Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2016-33 Section II, Article 8, "Cost Adjustments".
5. 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, shall 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 final payment or termination of this Agreement. Town, or any duly authorized agents or representatives of Town, shall have 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 shall 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:

- a. Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- b. 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.
- c. 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.
- d. 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 [INGUANZOG@MIAMILAKES-FL.GOV](mailto:INGUANZOG@MIAMILAKES-FL.GOV); OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.**

6. Notices must be in accordance with RFP 2016-33 Section I, Article 20, "Notices". For the present, the parties designate the following as the respective places for giving of notice:

**For Town:**

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

*With a copy to:*

Christina Semeraro, Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**For Contractor:**

Charles Floyd, President  
Electrical Contracting Service, Inc.  
2375 West 77 Street  
Hialeah, FL 33016  
Phone: (305) 556-0041  
Email: [ecsinc25@aol.com](mailto:ecsinc25@aol.com)

7. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. The terms of this Agreement;
2. Last addendum issued
3. RFP Solicitation No. 2016-33
4. RFP Exhibits, Solicitation No. 2016-33
5. Contractor's Proposal, Solicitation No. 2016-33

Remainder of page intentionally left blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and Electrical Contracting Service, Inc., signing by and through its President (title of individual) duly authorized to execute same.

WITNESS/ATTEST

**Electrical Contracting Service, Inc.**

[Signature]

[Signature]

Signature

Signature

JOAN MORALEZ SASTAGNE OPER. MGR

President

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

[Signature]  
Contractor Secretary Sole Owner/President

(Affirm Contractor Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation of the State of Florida

Gina Inguanzo, Town Clerk

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

Exhibit "B"

# REQUEST FOR PROPOSALS

## Electrical Services (As Needed)

**RFP No. 2016-33**



The Town of Miami Lakes Council:

Mayor Michael A. Pizzi, Jr.  
Vice Mayor Timothy Daubert  
Councilmember Manny Cid  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez

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

Date Advertised	Monday, May 9, 2016
Closing Date & Time	2:00 PM Wednesday, June 8, 2016



**ORIGINAL**

**PRICE PROPOSAL FORM**

<b>RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED</b>	
<b>Hourly Rate – During Normal Operating Hours</b>	
Master Electrician	\$ 34 <sup>00</sup>
Journeyman/Supervisor	\$ 47 <sup>00</sup>
Apprentice/Helper	\$ 33 <sup>00</sup>
Laborer	\$ 21 <sup>00</sup>
<b>Hourly Rate – After Normal Operating Hours (SEE NOTE #1 BELOW)</b>	
Master Electrician	\$ 49 <sup>00</sup>
Journeyman/Supervisor	\$ 68 <sup>00</sup>
Apprentice/Helper	\$ 44 <sup>00</sup>
Laborer	\$ 31 <sup>00</sup>
<b>Additional Hourly Rates</b>	
Bucket Truck – Daily operations, less than 50'	\$ 53 <sup>00</sup>
Bucket Truck – Minimum 50', on call or emergency	\$ 72 <sup>00</sup>
Crane – for 30' & 40' light poles	\$ 53 <sup>00</sup>
<b>Parts and Materials Mark-Up (SEE NOTE #2 BELOW)</b>	
Percentage ( <b>NOT TO EXCEED 10%</b> )	% 8

**NOTES:**

- 1 After normal operating hours price shall not exceed two times that of the normal operating hours price.
- 2 Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.

*-Continued on next page-*



CONTINUED -- PRICE PROPOSAL FORM

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Electrical Contracting  
Firm's Name: Service Inc F.E.I.N. No.: 59-2552102

Signature: CLM

Printed Name/Title: Charles Floyd Pres. Email Address: ECSINC25@AOL.COM

Town/State/Zip: Hiwalee, FL 33016

**Town of Miami Lakes**  
**RFP 2016-33**  
**Electrical Services – As Needed**  
**Addendum #1**  
**Due Date: 2:00 PM June 8, 2016**

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-33. 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 and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

**1. Price Proposal – Firms shall quote the additional line item directly on this addendum form below.**

Addition of a line item for generator connection at special events approximately 5-10 times per year. Special events include but are not limited to concerts in the park, Fourth of July event, Miami Lakes Rocks, etc.

Fixed Fee below includes pulling required permit\* from Building Department, Journeyman on-site generator connection at time specified by Town designee and meeting with inspector (typically not to exceed one (1) hour\*\*).

\$ 680<sup>00</sup> Fixed fee per event

\* Contractor shall not invoice for permit fee; Permit will be paid directly by the Town at cost.

\*\* If Journeyman remains on site per Project Manager's written directive, Contractor will be compensated according to the applicable hourly rate per the contract.

Mark-up for any applicable parts and materials will be in accordance with the applicable percentage per the contract.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Charles Floyd  
Name of Signatory  
President/Owner  
Title  
June 8, 2016  
Date

CC  
Signature  
Electrical Contracting Service Inc  
Name of Proposer

Christina Semeraro, MPA, CPPB  
Procurement Manager

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Electrical Contracting Serv Inc, a corporation organized and existing under the laws of the State of Florida, held on the 1 day of Jan, 2015, a resolution was duly passed and adopted authorizing (Name) Charles Floyd as (Title) President of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is 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 8, day of June, 2016.

Secretary: CM

Print: Charles Floyd

---

---

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

---

---

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Proposal 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:

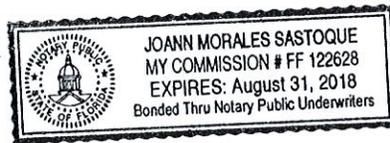
COUNTY OF Dade )

The foregoing instrument was acknowledged before me this 8 day of June, 2016, by Charles Floyd, who is personally known to me or who has produced known as identification and who (did/did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

*[Handwritten Signature]*



PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

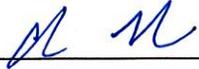
**RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED  
ADDENDUM ACKNOWLEDGEMENT FORM**

---

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. <u>1</u> ,	Dated <u>5/16/2016</u>
Addendum No. _____,	Dated _____

\_\_\_\_\_ No Addendum issued for this RFP

Firm's Name: Electrical Contracting Service Inc  
Signature:   
Printed Name/Title: Charles Floyd President

**INSERT NARRATIVE PROPOSAL – REFERENCE SECTION II,  
ITEM 3 (“PROPOSAL FORMAT”) FOR REQUIREMENTS**

# ELECTRICAL CONTRACTING SERVICE

Master Electrician - Licensed & Insured  
Residential - Commercial - Industrial

2375 West 77 Street  
Hialeah, Florida 33016

Tel. (305) 556-0041  
Fax. (305) 820-0553

June 8, 2016

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

RFP 216-33  
Electrical Services - As Needed

## PROPOSAL

### SECTION II

#### #3 Proposal Format

3a. Electrical Contracting Service, Inc. has been in business since 1985, providing the type of services outlined in this R.F.P. We own all the necessary bucket trucks, cranes, service vehicles, backhoes, augers and tools to efficiently complete the designated tasks. The most important example I can provide is the five years we have served the Town of Miami Lakes under the current maintenance contract.

- 3b.
1. Florida State license #EC13005149.
  2. Similar projects/contracts.
    - a. Miami Lakes maintenance contract (2010 - present).
    - b. Miami Gardens maintenance contract (2012 - present). Shared by City of Hollywood and City of Cooper City.
    - c. Sports lighting warranty work for "Musco Sports Lighting" (2005 - present).

- 3c. Personnel Qualifications
1. Charles Floyd
    - a. Owner of Electrical Contracting Service, Inc.
    - b. Bachelors degree in Electrical Engineering.
    - c. Electrician from 1995 - present.
    - d. Holds master license.
    - e. Certified crane operator.
  2. Robert Winkler
    - a. Journeyman license.
    - b. Electrician from 1985 - present.
    - c. Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous five year contract.

Page 2.

3. Victor Armendariz
  - a. Journeyman electrician.
  - b. Electrician from 2005 - present.
  - c. Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous five year contract.
  - d. Certified crane operator.
  
4. Bryan Munoz
  - a. Journeyman electrician.
  - b. Electrician from 2005 - present.
  - c. Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous five year contract.
  - d. Certified crane operator.
  
5. Luis Osorio
  - a. Journeyman electrician.
  - b. Electrician from 2002 - present.

## SECTION II

### Resources and availability.

- a. See section II #3 - 3b.
- b. All work requests are processed through the owner to determine the best way forward. Tasks are handed off to the appropriate division and then checked when complete by the owner. Electrical Contracting Service, Inc. follows all O.S.H.A. protocols.
- c. EQUIPMENT
  1. 14 ton boom truck with man basket.
  2. 17 ton boom truck with man basket.
  3. 24 ton boom truck with man basket.
  4. John Deere combination backhoe.
  5. Vermeer backhoe/trencher.
  6. Texoma auger truck.
  7. Genie 105' lift.
  8. 4 Service vans.
  9. All handtools used in the electrical industry.
  
- c. SERVICES
  1. Sports lighting repair/replacement.
  2. Street lighting repair/replacement.
  3. Troubleshooting all types of electrical problems.
  4. Pole/base installation.
  5. Directional boring.
  6. Light fixture repair/replacement.
  7. Photometric studies.
  8. Underground conduit/wire installation.
  9. Generator hookups/testing.

Section 3 REFERENCES

1. Town Miami Lakes 6601 Main Street, Miami Lakes, FL 33014  
Elia Nunez Public Works 305-364-6100 NUNEZE@MIAMILAKES-FL.GOV  
2010 to present.
2. City Miami Gardens 18605 NW 27 Ave. Miami Gardens, FL 33056  
Ellie Varona Buyer 305-622-8000 EVARONA@MIAMIGARDENS-FL.GOV  
2012 to present.
3. City Ft. Lauderdale 100 N. Andrews Ave., Ft. Lauderdale. FL 33301  
Procurement 954-828-5933 PURCHASE@FORTLAUDERDAL.GOV  
2012 to present.
4. City Hollywood 2600 Hollywood Blvd., Hollywood, FL 33022  
Ralph Dierks Procurement 954-921-3223 RDIERKS@HOLLYWOOD.ORG  
2014 to present
5. City Cooper City 9070 SW 51 St., Cooper City, FL 33328  
Tim Fleming Parks Mgr 954-444-3136 TFLEMING@COOPERCITYFL.GOV  
2015 - present

FIRM'S QUESTIONNAIRE

This Questionnaire must be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit additional information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town will result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable, in such instances insert "N/A".

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership? 31

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

Electrical Contractor EC13005149 1999

\_\_\_\_\_

\_\_\_\_\_

b. Date company licensed by the State of Florida or Miami-Dade County: 7/3/1985

c. State and Date of Incorporation: Florida 7/3/1985

c. What is your primary business? Electrical Contractor  
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:  
Charles Floyd Jr EC13005149 owner / President

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company  
Charles Floyd Sr EC13001277 owner / President

2. Name and Licenses of any prior companies:

Name of Company License No. Issuance Date

\_\_\_\_\_



Explanation for Other:

5. Employee Information

Total No. of Employees: 8 Number of Managerial/Admin. Employees: 2

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

Master Electrician 1  
Journeyman 4  
Apprentice 2

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

NO

7. Insurance Information (Attach Firm's current Certificate of Liability Insurance)

a. Insurance Carrier name & address: Advanced Insurance Wds LLC

3250 N 29 Ave Hollywood FL 33020

b. Insurance Contact Name, telephone, & e-mail: Patti Gibson

954-889-3268 P.GIBSON@ADVANCEDINS.COM

c. Insurance Experience Modification Rating (EMR): .084  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: -0-

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

NO



Submitted By: Electrical Contracting Service, Inc.  
2375 West 77<sup>th</sup> Street  
Hialeah, FL 33016  
Phone: 305-556-0041  
Email: [ECSINC25@AOL.COM](mailto:ECSINC25@AOL.COM)

B. Equipment owned by Electrical Contracting Service, Inc.

- 1) 105' Boom Lift
- 2) 24 Ton Hydro Boom Truck
- 3) 17 Ton Hydro Boom Truck
- 4) 14 Ton Hydro Boom Truck
- 5) John Deere combination backhoe
- 6) Vermeer trencher
- 7) Several service vans
- 8) Vermeer directional bore machine



NON-COLLUSIVE AFFIDAVIT

State of Florida }

} SS:

County of Dade }

Charles Floyd being first duly sworn, deposes and says that:

a) He/she is the Owner / President, (Owner, Partner, Officer, Representative or Agent) of Electrical Contracting Service 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) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

[Signature]

By: CM

Witness

[Signature]

Charles Floyd

Witness

(Printed Name)

Owner / President (Title)



**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 Charles Floyd Owner / President  
[print individual's name and title]  
for Electrical Contracting Service Inc  
[print name of entity submitting sworn statement]

whose business address is  
2375 West 77 Street  
Hialeah FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2552102

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A )

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, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will 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.



CONFLICT OF INTEREST AFFIDAVIT

State of Florida }

} SS:

County of Dade }

Charles Floyd being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Electrical Contracting Service Inc, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder 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 Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder 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 Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]

By: [Signature]

Witness

Charles Floyd

(Printed Name)

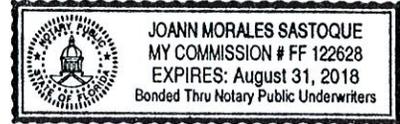
President Owner

(Title)

BEFORE ME, the undersigned authority, personally appeared Charles Floyd 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 Charles Floyd executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 8 day of June, 2016.

My Commission Expires:



Notary Public State of Florida at Large

## 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.

Electrical Contracting  
BUSINESS NAME Service Inc

  
FIRM'S SIGNATURE

END OF SECTION

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD



<b>LICENSE NUMBER</b>	
EC13005149	

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

FLOYD, CHARLES HERSHEL JR  
ELECTRICAL CONTRACTING SERVICE, INC.  
2375 WEST 77TH STREET  
HIALEAH FL 33016



ISSUED: 06/30/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406300000849



City of Hialeah  
**Business Tax Receipt**

**2015-16**

Mayor Carlos Hernandez

No: 238210-84

(OLD-1731-68)

Amount: \$ 150.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: ELECTRICAL CONTRACTI

Type of Business: Electrical Contractors and Other Wiring Installation Contractors

ELECTRICAL CONTRACTING SERVICE, INC.  
2375 W 77 ST  
HIALEAH, FL 33016

Business Location:

2375 W 77 ST

Validating No. : 0000

Expires September 30, 2016

*THIS IS NOT A BILL*

**Local Business Tax Receipt**

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

1447937

**BUSINESS NAME/LOCATION**  
ELECTRICAL CONTRACTING SERVICE INC  
2375 W 77 ST  
HIALEAH FL 33016

**RECEIPT NO.**  
**RENEWAL**  
**1447937**

**LBT**

**EXPIRES**  
**SEPTEMBER 30, 2016**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
ELECTRICAL CONTRACTING SVC INC  
Worker(s) 2

**SEC. TYPE OF BUSINESS**  
196 ELECTRICAL CONTRACTOR  
EC13005149

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$45.00 07/10/2015  
CREDITCARD-15-035363

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](http://www.miamidade.gov/taxcollector)

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/16 DP

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

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

PRODUCER <b>Advanced Insurance Unds, LLC</b> 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME: <b>Certificate Department</b>
	PHONE (A/C, No, Ext): <b>954 963-6666</b> FAX (A/C, No): <b>9549641438</b>
	E-MAIL ADDRESS: <b>Certificateofinsurance@advancedins.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>United Specialty Insurance Comp</b> NAIC # <b>12537</b>
	INSURER B: <b>Commerce and Industry Insurance</b> <b>19410</b>
	INSURER C: <b>Phoenix Insurance Company</b> <b>25623</b>
	INSURER D: <b>Travelers Indemnity Co. of Conn</b> <b>25682</b>
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			DCI0001900	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA9053R96715SEL	09/17/2015	09/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU026141330	03/26/2016	03/26/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ WC STATU-TORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment Floater Rented/Leased Eqp Deductibles			I6607646A940PHX16	01/01/2016	01/01/2017	\$546,246 Covered Equip \$250,000 Aggregate 5% Wind/\$1,000 AOP

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

Charles H. Floyd Jr. - License #EC13005149

Certificate Holder is included as Additional Insured under General Liability Policy when required by written contract per End #CG2010 (10/01) and End #CG2037 (10/01). Blanket Waiver of Subrogation applies in favor of certificate holder under General Liability Policy as required by written contract per End #CG2404 (10/93). Blanket Additional Insured and Waiver of Subrogation apply to Commercial Auto Policy as required by written contract per End #CAF079 (04/07).

## CERTIFICATE HOLDER

**Town of Miami Lakes**  
6601 Main Street  
Miami Lakes, FL 33014-2268

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*Advanced Insurance Underwriters, LLC*





**AGREEMENT**  
*between*  
**THE TOWN OF MIAMI LAKES**  
*and*  
**AUM CONSTRUCTION, INC.**  
*for*  
**ELECTRICAL SERVICES – AS NEEDED**

THIS AGREEMENT is made and entered into as of this 14 day of JULY, 2016 by and between AUM Construction, Inc., a Florida corporation with principal offices at 8950 NW 119 Street, Hialeah, Florida 33018 (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street, Miami Lakes, FL 33014 (the "Town").

**WITNESSETH:**

**WHEREAS**, on May 9, 2016, the Town issued Request for Proposals ("RFP") 2016-33 Electrical Services – As Needed which includes the General Terms and Conditions of the RFP, Special Conditions, Detailed Requirements – Scope of Services and Exhibits, Forms, and associated addendum, which are collectively referred to as the "RFP 2016-33" and which is attached hereto and incorporated herein as **Exhibit "A;"** and

**WHEREAS**, on June 8, 2016, the Contractor submitted a response to RFP 2016-33 Electrical Services – As Needed, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as **Exhibit "B;"** and

**WHEREAS**, the aforementioned Exhibits "A" and "B" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

**WHEREAS**, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP 2016-33 Electrical Services – As Needed, attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

**WHEREAS**, the Town desires to procure from the Contractor such services for the Town in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:



- d. 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 [INGUANZOG@MIAMILAKES-FL.GOV](mailto:INGUANZOG@MIAMILAKES-FL.GOV); OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.**

7. Notices must be in accordance with RFP 2016-33 Section I, Article 20, "Notices". For the present, the parties designate the following as the respective places for giving of notice:

**For Town:**

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

*With a copy to:*

Christina Semeraro, Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**For Contractor:**

Ramon Reyes, President  
AUM Construction, Inc.  
8950 NW 119 Street  
Hialeah, FL 33018  
Phone: (305) 456-4848  
Email: [rr@auminc.us](mailto:rr@auminc.us)

8. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. The terms of this Agreement;
2. Last addendum issued
3. RFP Solicitation No. 2016-33
4. RFP Exhibits, Solicitation No. 2016-33
5. Contractor's Proposal, Solicitation No. 2016-33



1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2016-33, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to make payment in accordance with the terms of RFP 2016-33 incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor recognizes and agrees that this contract is a back-up contract in case the Town's primary Contractor is unable or unwilling to perform the services required in accordance with RFP 2016-33 Section III, Article 5. This is a non-exclusive contract. The Town may, in its sole and absolute discretion, utilize other parties to provide any of the services required if the Town deems it to be in the best interest of the Town.

4. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

5. This Agreement will be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew the Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2016-33 Section II, Article 8, "Cost Adjustments".

6. 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, shall 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 final payment or termination of this Agreement. Town, or any duly authorized agents or representatives of Town, shall have 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 shall 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:

- a. Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- b. 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.
- c. 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.



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and AUM Construction, Inc., signing by and through its President (title of individual) duly authorized to execute same.

WITNESS/ATTEST

[Signature]  
Signature

**AUM Construction, Inc.**  
[Signature]  
Signature

Juan Aracil Secretary  
Print Name, Title

Ramon Reyes Pres.  
Print Name, Title of Authorized Officer or Official



ATTEST:

(Corporate Seal)

Contractor Secretary  
(Affirm Contractor Seal, if available)

ATTEST:

**Town of Miami Lakes**, a municipal corporation  
of the State of Florida

Gina Inguanzo, Town Clerk

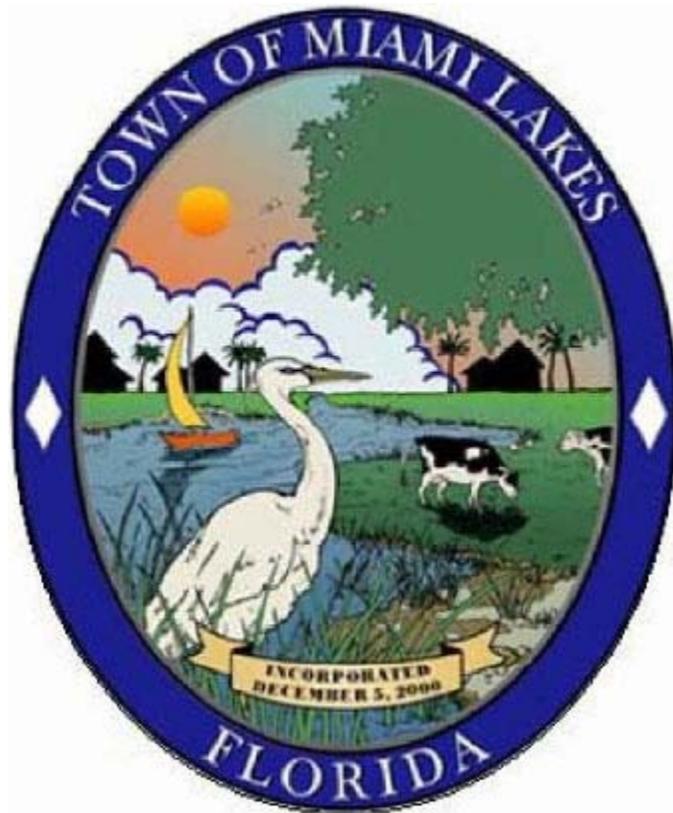
Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND  
CORRECTNESS:

Town Attorney

Exhibit "B"

**REQUEST FOR PROPOSALS**  
**Electrical Services (As Needed)**  
**RFP No. 2016-33**



Due: June 8, 2016 at 2:00 p.m.

# Table of Contents

---

Section 1: Qualifications and Experience

Section 2: Resources and Availability

Section 3: References

Section 4: Proposal Package

# Section 1

---

## Qualifications and Experience

a)

---

Our company has the personnel and resources to successfully complete the Work Orders issued through this contract. Our company has five two-man crews which enables us the ability to respond quicker to meet our client's expectations. We are accustomed to working on tight schedules that require a very fast response type especially if there are life safety concerns.

The key personnel have combined over 80 years of experience providing similar services for a variety of clients throughout South Florida which has included numerous governmental agencies, private and public entities.

We have a working knowledge of the codes, standards and regulations required to perform the services required under this contract.

b)

---

AUM Construction, Inc. is a State of Florida Licensed Electrical Contractor. We have provided these services since 2006.

Additionally, the Qualifier of the firm is a Certified General Contractor.

c)

---

Resumes of key personnel:

# Resumes of Key Personnel

# Humberto C. Ortiz, CGC

## Qualifier

Mr. Ortiz have over fifteen years of experience in a management capability. He manages contracts, projects and works closely with all Project Managers, Supervisors and Field Personnel to ensure that each project is successfully completed on time and within the budget.

### Mr. Ortiz current and individual Project Experience Includes:

**Village of Key Biscayne Street Lighting, Key Biscayne, FL.** Project consists of street lighting installation and maintenance as well as retrofits to LED.

**American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL.** Maintenance of camera systems.

**NW 103 Street, Miami, FL.** Installation and maintenance of 20 miles of street lighting.

**Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL.** This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern. Supervised Maintenance of over 20,000 street lights for over twelve years.

**SW 328 Street, Homestead, FL.** Installation and maintenance of street lighting along SW 328 Street.

**Red Light Enforcement Cameras Various Municipalities, Broward County-wide, FL.** Installation of CCTV cameras, red light enforcement cameras, poles, Vehicular Detection systems and wireless communication system.

**Red Light Enforcement Cameras, Various Municipalities, Palm Beach County-wide, FL.** Installation of CCTV cameras, red light enforcement cameras, poles, Vehicular Detection systems, and wireless communication system.

**Reversible Lane Control Signal System Improvements, Miami-Dade County Public Works Department, FL.** Installation of reversible lane control signs on 22 gantries including CCTV cameras, fiber optic cables, controllers, testing, and integration with the Miami-Dade Traffic Control Center. Also included integration of a new central control equipment with County specified software.

**Advanced Traffic Management System, Miami-Dade County Public Works, FL.** Installation and or modification of traffic controller firmware and communication at various locations.

**FDOT Push Button Construction Contract, FIN#414477-3-52-01. Traffic Operations, Miami-Dade County, FL.** Traffic operation project and miscellaneous construction at various locations throughout Miami-Dade County including installation of Mast Arm and Sign Structures, Vehicular and Pedestrian Detection systems, Sidewalks and curbs, Milling and Resurfacing

### Education and Credentials:

AA in Arts  
Miami Dade Community College  
1997

BA of Arts in Political Science  
Florida International  
University 1998

Advanced Certificate in Project  
Management  
Florida International  
University 2004

Professional Certificate in  
Accounting and Finance Florida  
International University 2004

State Certified Master Electrician

State Certified General  
Contractor

IMSA Traffic Signalization  
Level I & II  
IMSA Traffic Safety Technician  
IMSA Roadway Lighting  
Specialist  
Level I

IMSA Work Zone Safety  
Certificate Specialist

# Humberto C. Ortiz, CGC

## Qualifier

**FDOT Push Button Construction Contract, FIN#250566-5-52-01, Traffic Operations, Monroe County, FL.**

Traffic operation project and miscellaneous construction at various location throughout Monroe county including installation of Mast Arm and Sign Structures, Vehicular and Pedestrian Detection systems, School Flashers, Fire Station Wireless Preemption work, Sidewalks and curbs, Milling and Resurfacing

**Red Light Enforcement Cameras, Various Municipalities, Miami-Dade County-wide, FL.** Installation of CCTV cameras, red light enforcement cameras, poles, Vehicular Detection systems and wireless communication systems throughout Miami-Dade County.

# Ramon Reyes

## Vice President

Mr. Reyes has over thirty years of experience managing and providing services that include: computerized traffic control, electrical work, roadway signing, drainage, fencing, grading, Intelligent Transportation Systems (ITS), traffic signals, upgrades pedestrian ramps, roadway lighting maintenance and installation, concrete sidewalks, curbs and gutters. Mr. Reyes coordinates all field work, schedules the crews and is responsible to optimize efficiency and minimize job costs.

### Mr. Reyes current and individual Project Experience Includes:

**Village of Key Biscayne Street Lighting, Key Biscayne, FL.** Project consists of street lighting installation and maintenance as well as retrofits to LED.

**SW 328 Street, Homestead, FL.** Installation and maintenance of street lighting along SW 328 Street.

**American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL.** Maintenance of camera systems.

**NW 103 Street, Miami, FL.** Installation and maintenance of 20 miles of street lighting.

**Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL.** This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

**Miami-Dade County, Various locations throughout Miami, FL.** Management of Miami-Dade County Project # 662431 Roadway Lighting Maintenance Pilot Program.

**Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL.** Highway Lighting Maintenance.

**Miami-Dade County Roadway Maintenance Contract #1, #2, #3.** Miami-Dade County, FL.

**Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL.** Road Lights maintenance contract for Interstate I-95, I-75, SR-826, SR-836, SR-112, SR-195, SR-924, SR-874, SR-878 within Miami-Dade County limits.

**City of Weston Roadway Lighting project, Weston, FL.** Supervised installation of 600 roadway lights.

**Florida Department of Transportation District Six, Key Biscayne, FL.** Contract for Crandon Blvd. Roadway Lighting.

**City of Miami Flagler Roadway Lighting Downtown Miami, FL.** Project included the roadway lighting along a corridor of Flagler.

### Education and Credentials:

Certified Journeyman Electrician

ATSSA Florida Advanced Work  
Zone Traffic Control

IMSA Traffic Signal Senior Field  
Technician Level III

IMSA Traffic Signals Level I

IMSA Traffic Signals Level II

IMSA Roadway Lighting  
Specialist Level I

# Ramon Reyes

Vice President

**City of Hialeah and Hialeah Gardens, FL.** Project included over 200 pole Roadway Lighting system installation with the cities of Hialeah and Hialeah Gardens.

**NE 151 St Roadway Lighting, Miami, FL.** Project included roadway lighting from NE 151 street from US1 to Florida International University's Biscayne Campus.

**Miami-Dade Roadway Lighting Modification Contract #1, #2, #3.,** Miami-Dade County, FL.

**Assessment, repairs, and restorations of Miami-Dade County, FL.** Project consisted of Roadway Lighting system after Hurricane Andrew.

**Conversion to High Pressure Sodium Lamp for 15,000 light fixtures, Miami, FL.** Rewiring and replacement of Roadway Lighting in Miami Beach, in the area between Collins Avenue and 79<sup>th</sup> Street

**Coral Way Project from SR 826 to SW 57<sup>th</sup> Avenue, Miami, FL.** Replacement and new installation of Roadway Lighting.

**City of Key Biscayne Roadway Lighting project, Key Biscayne, FL.** Roadway lighting project with 156 luminaries.

**Installation of new Roadway Lighting, Hialeah, FL.**

# Emerio Pineiro

## Master Electrician

Mr. Pineiro is a master electrical with over twenty years of experience. Mr. Pineiro is proficient in performing electrical installations, maintenance and repairs in roadway lighting. He is knowledgeable in all areas of the national electrical code and excels in analyzing and solving problems with various electrical controls.

### Mr. Pineiro's current and individual Project Experience Includes:

**Village of Key Biscayne Street Lighting, Key Biscayne, FL.** Project consists of street lighting installation and maintenance as well as retrofits to LED.

**SW 328 Street, Homestead, FL.** Installation and maintenance of street lighting along SW 328 Street.

**NW 103 Street, Miami, FL.** Installation and maintenance of 20 miles of street lighting.

**Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL.** This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

**Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL.** Highway Lighting Maintenance.

**Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL.** Road Lights maintenance contract for Interstate I-95, I-75, SR-826, SR-836, SR-112, SR-195, SR-924, SR-874, SR-878 within Miami-Dade County limits.

**City of Weston Roadway Lighting project, Weston, FL.** Supervised installation of 600 roadway lights.

**City of Miami Flagler Roadway Lighting Downtown Miami, FL.** Project included the roadway lighting along a corridor of Flagler.

**Miami-Dade County, Various locations throughout Miami, FL.** Management of Miami-Dade County Project # 662431 Roadway Lighting Maintenance Pilot Program.

**American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL.** Maintenance of camera systems.

### Education and Credentials:

IMSA Roadway Lighting  
Specialist Level I  
Work Zone Safety Specialist

Traffic Signal Certification  
Program Traffic Signal Field  
Electrician Level II  
Traffic Signal Inspector

Master Electrical  
Fiber Optics for  
Intelligent Transportation  
System Levels I & II

State of Florida Electrical  
Contractor

# Juan Mario Aracil

## Office Manager

Mr. Aracil has over thirty years of experience. Currently Mr. Aracil is responsible for accounts payables, receivables, payroll, monitoring job costs and scheduling. Mr. Aracil has served as an electrician, foreman, and crew leader for various size projects throughout S. Florida.

### Mr. Aracil's current and individual Project Experience Includes:

**American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL.** Maintenance of camera systems.

**NW 103 Street, Miami, FL.** Installation and maintenance of 20 miles of street lighting.

**Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL.** This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

**Village of Key Biscayne Street Lighting, Key Biscayne, FL.** Project consists of street lighting installation and maintenance as well as retrofits to LED.

**SW 328 Street, Homestead, FL.** Installation and maintenance of street lighting along SW 328 Street.

**Black Point Marina, Miami, FL.**

**ZooMiami, Miami, FL**

**Homestead Marina, Homestead, FL**

**Coral Gables Middle School, Coral Gables, FL.**

**Miami Springs Street Lighting, Miami Springs, FL.**

**City of Aventura Street Lighting, Aventura, FL.**

**Miami-Dade County Department of Public Works Street Lights Monitoring System Contract, Miami-Dade County, FL.**

**Port of Riviera Lighting Project. West Palm Beach, FL**

### Education and Credentials:

BA in Electrical Engineering  
Havana University 1982

Master of ISO 9000

BS in Theology  
Havana University

Certified by Underwriters  
Laboratories in UL508A  
Industrial Control Panels

OSHA Certified in Construction  
Safety and Health

# Licenses



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

ORTIZ, HUMBERTO CARLOS  
AUM CONSTRUCTION INC.  
278 ATLANTIC AVENUE  
SUNNY ISLES FL 33160

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

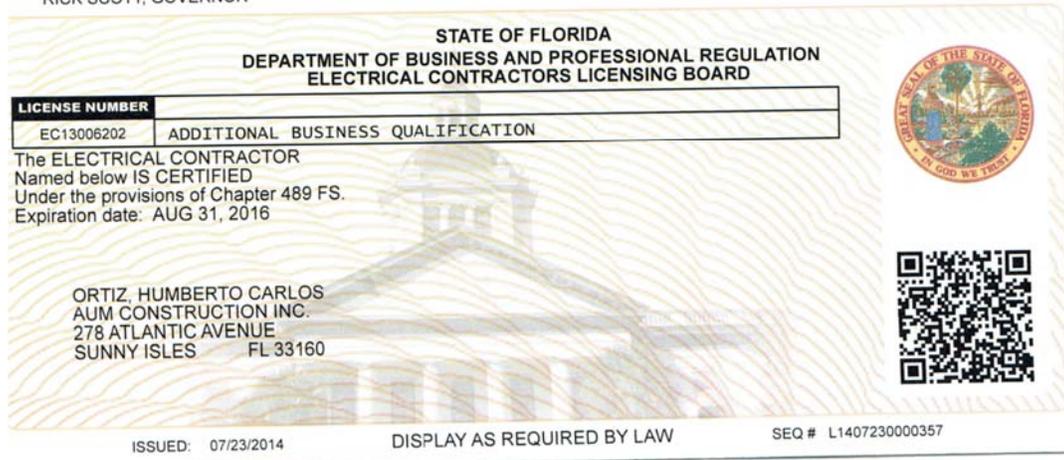
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

ORTIZ, HUMBERTO CARLOS  
AUM CONSTRUCTION INC.  
278 ATLANTIC AVENUE  
SUNNY ISLES FL 33160

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

<b>LICENSE NUMBER</b>	CGC1521373
-----------------------	------------

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

ORTIZ, HUMBERTO CARLOS  
AUM CONSTRUCTION INC.  
5875 SW 21ST STREET  
WEST PARK FL 33023

ISSUED: 07/30/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407300001909

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
ER13015126

The ELECTRICAL CONTRACTOR  
Named below HAS REGISTERED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

PINEIRO, EMERIO  
SPEED POWER ELECTRICAL CORP  
1210 W 33 ST  
HIALEAH FL 33012



ISSUED: 06/21/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1506210000386

# Certifications & Training

## Certificate of Completion

is hereby awarded to:

RAMON REYES

FOR SUCCESSFUL COMPLETION OF THE TRAINING COURSE:  
CONTROL TECHNOLOGIES DC552A, DC660AX TRAFFIC CONTROL OPERATION AND  
BI TRAN SYSTEMS INC. 233 DA CONTROLLER SOFTWARE

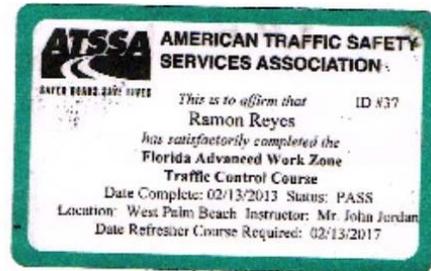
AWARDED THE 9<sup>TH</sup> OF OCTOBER 2013



**BI Tran Systems**

A handwritten signature in blue ink, appearing to read 'Bryan Kaeser', is written over a horizontal line.

Bryan Kaeser Technical Support Manager





# CAMBRIDGE ENGINEERING INC

MIAMI DADE COUNTY FLORIDA

## CERTIFICATE

This is to certify that: **RAMON REYES**

SS# --- -- 6050. Who has successfully met the requirements of the courses in National Electrical Code. NEC- 2011, Chapter 9 Florida Building Code, Chapter 10 of the Code of Miami-Dade County and Florida Statute 713 (Construction Lien Law) Continuing Education (total 16 hours). Course Numbers: D093-001,-006, -007

As prescribed by the MIAMI-DADE COUNTY CONSTRUCTION TRADES QUALIFYING BOARD

Is hereby presented this Certificate of Completion on this 23<sup>RD</sup> of January 2016

  
Joseph A. Jimenez, P.E.  
Instructor-Principal



### International Municipal Signal Association

*Roadway Lighting Certification Program*

*Be It Known That*

**EMERIO PINEIRO**

*is hereby certified as a*

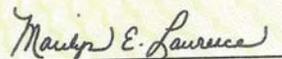
*Roadway Lighting Specialist Level I*

*by completing all requirements and examination*

*for Certification on this* 12 *day of* May *, 19* 98

Certificate Number

RR270078

  
Executive Director

# CERTIFICATE

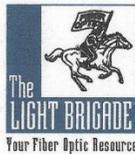
O F C O M P L E T I O N

## Fiber Optics for Intelligent Transportation Systems Level I

This is to Certify that

*Emerio Pineiro*

has completed two days of classroom training on the proper design, installation and testing procedures of fiber-optic intelligent transportation systems. The content consisted of instruction on physical plant including theory, components, installation and testing disciplines; system design including loss budgets, topologies, standards, systems overview, and component integration; and video transmission, real-time video, video over IP, traffic controllers and control systems, and next-generation systems.



MODERATOR

October 14-15, 2011

CS111004-1

COURSE NUMBER AND COMPLETION DATE

# CERTIFICATE

O F C O M P L E T I O N

## Fiber Optics for Intelligent Transportation Systems Level II

This is to Certify that

*Emerio Pineiro*

has successfully completed the sixteen hours of hands-on training required for Level II certification. The exercises consisted of fiber optic splicing, plus cable, patch panel and closure preparation. Testing and maintenance exercises included acceptance and span testing, measuring reflections and splice losses, connector inspection and cleaning, link loss and optical power measurements, and testing and troubleshooting a fiber optic CCTV link.

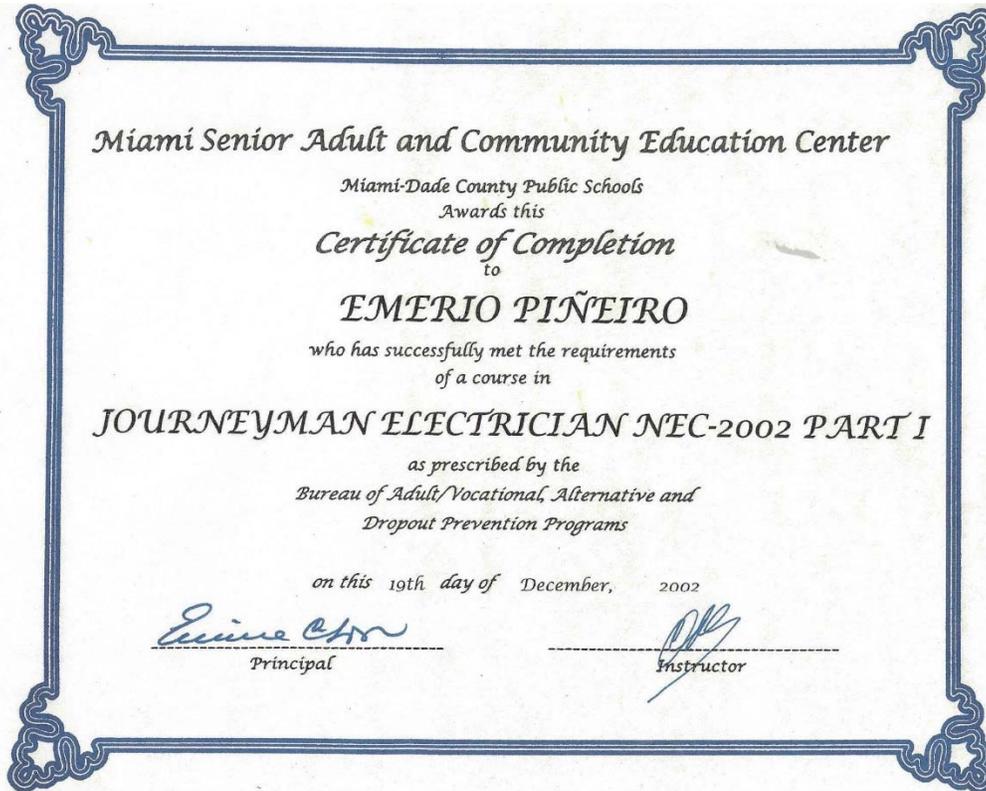


MODERATOR

October 16-17, 2011

CS111004-2

COURSE NUMBER AND COMPLETION DATE



*Miami Senior Adult and Community Education Center*

*Miami-Dade County Public Schools  
Awards this*

*Certificate of Completion*

*to*

*EMERIO PIÑEIRO*

*who has successfully met the requirements  
of a course in*

*JOURNEYMAN ELECTRICIAN - ELECTRICAL CODE Part II*

*as prescribed by the  
Bureau of Adult/Vocational, Alternative and  
Dropout Prevention Programs*

*on this 17th day of April, 2003*

*Emine Cho*

*Principal*

*[Signature]*

*Instructor*

## Section 2

---

# Resources and Availability

## a) Similar Projects

---

**Village of Key Biscayne Street Lighting, Key Biscayne, FL.** Project consists of street lighting installation and maintenance as well as retrofits to LED.

**American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL.** Maintenance of camera systems.

**NW 103 Street, Miami, FL.** Installation and maintenance of 20 miles of street lighting.

**Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL.** This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

**SW 328 Street, Homestead, FL.** Installation and maintenance of street lighting along SW 328 Street.

## b) Management plan, staffing configuration and safety protocols.

---

**AUM Construction, Inc.** has established protocols to follow for all contracts. The steps we will follow for this type of as-needed contract typically are as followed – they do vary depending on the scope of the Work Oder:

- Receive a Work or Task Order from the Town of Miami Lakes
- Conduct a site visit to verify the project scope and existing conditions
- Negotiate the Fee
- Upon signed Notice to Proceed for Work Order
- Assign the project to a “Team”
- Schedule the work to accommodate the client’s deadline

We have sufficient personnel to enable us to handle multiple Work Orders simultaneously.

Our company has monthly TookBox Safety Talks to update the crews on the current OSHA requirements and go over safety guidelines. We also provide safety leaflets and posters. When available we include webinars. We also conduct internal Safety spot checks at our projects to ensure that all safety guidelines are being followed which includes at a minimum protective eyewear, helmets, harnesses, steel toed boots and gloves.

Depending upon the equipment to be used the personnel are given safety demonstrations to ensure that everything is understood and that all safety protocols are being followed.

## c) Equipment and services at the firm's disposal.

---

2006 Freightliner Bucket 55' Bucket Truck  
2007 Freightliner 55- Bucket Truck  
2006 Ford Dump Truck  
2015 Kubota Excavator  
2000 John Deere Backhoe  
2008 Sterling 28 Ton National Crane  
2000 Ingersoll Rand Air Compressor  
2005 Ford Tool Box Truck  
2010 8 Tone Trailer  
2000 20 Ton Trailer  
2000 Pole Trailer  
1995 Wire Trailer  
2000 Vemeer 24 x 40 Direction Bore Machine

Services provided include electrical contracting services.

# Section 3

---

## References

# References

---

## **Town of Miami Lakes**

Elia Nunez, Director of Public Works  
6601 Main Street, Miami Lakes  
33014  
305-364-6100  
nuneze@miamilakes-fl.gov  
12/2014 to Present

## **Village of Key Biscayne**

Tony O. Brown, Public Works Superintendent  
88 West McIntyre Street, Key Biscayne, FL 33149  
305-365-7568  
tbrown@keybiscayne.fl.gov  
05/2015 to 05/2016

## **Miami-Dade County**

Oscar Rubio, Traffic Signals & Signs Division  
111 NW 1<sup>st</sup> Street, 16<sup>th</sup> Floor,  
Miami, FL 33128  
305-598-8925  
Opr@miamidade.gov  
03/2015 to 03/2016

## **Florida Department of Transportation**

Mackendy Philippi, Project Administrator  
FDOT District 4 Broward Operations  
5548 NW 9 Ave., Fort Lauderdale, FL 33309  
954-958-7693  
Mackendy.Philippi@dot.state.fl.us  
03-2015 to 02/2016

## **H&R Paving, Inc.**

Abe Rodriguez, President  
1955 NW 110 Ave., Miami, FL 33172  
305-261-3005  
abe@hrpaving.com  
07/2014 to 02/2016

# Section 4

---

## Proposal Package

**PRICE PROPOSAL FORM**

<b>RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED</b>	
<b>Hourly Rate – During Normal Operating Hours</b>	
Master Electrician	\$
Journeyman/Supervisor	\$
Apprentice/Helper	\$
Laborer	\$
<b>Hourly Rate – After Normal Operating Hours (SEE NOTE #1 BELOW)</b>	
Master Electrician	\$
Journeyman/Supervisor	\$
Apprentice/Helper	\$
Laborer	\$
<b>Additional Hourly Rates</b>	
Bucket Truck – Daily operations, less than 50'	\$
Bucket Truck – Minimum 50', on call or emergency	\$
Crane – for 30' & 40' light poles	\$
<b>Parts and Materials Mark-Up (SEE NOTE #2 BELOW)</b>	
Percentage <b>(NOT TO EXCEED 10%)</b>	%

**NOTES:**

- 1 After normal operating hours price shall not exceed two times that of the normal operating hours price.
- 2 Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.

*-Continued on next page-*

**Town of Miami Lakes**  
**RFP 2016-33**  
**Electrical Services – As Needed**  
**Addendum #1**  
**Due Date: 2:00 PM June 8, 2016**

This addendum is incorporated into and made a part of the Request for Proposals (“RFP”) 2016-33. 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 and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

**1. Price Proposal – Firms shall quote the additional line item directly on this addendum form below.**

Addition of a line item for generator connection at special events approximately 5-10 times per year. Special events include but are not limited to concerts in the park, Fourth of July event, Miami Lakes Rocks, etc.

Fixed Fee below includes pulling required permit\* from Building Department, Journeyman on-site generator connection at time specified by Town designee and meeting with inspector (typically not to exceed one (1) hour\*\*).

\$ 500.00                      Fixed fee per event

\* Contractor shall not invoice for permit fee; Permit will be paid directly by the Town at cost.

\*\* If Journeyman remains on site per Project Manager’s written directive, Contractor will be compensated according to the applicable hourly rate per the contract.

Mark-up for any applicable parts and materials will be in accordance with the applicable percentage per the contract.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Ramon Reyes  
Name of Signatory

  
Signature

Vice President  
Title

AUM Construction, Inc.  
Name of Proposer

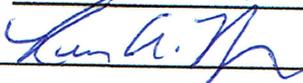
06-06-2016  
Date

Christina Semeraro, MPA, CPPB  
Procurement Manager

**CONTINUED -- PRICE PROPOSAL FORM**

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: AUM Construction, Inc. F.E.I.N. No.: 20-8608887

Signature: 

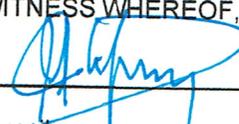
Printed Name/Title: Ramon Reyes, Vice President Email Address: rr@auminc.us

Town/State/Zip: 8950 NW 119th Street, Hialeah, FL 33018

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of AUM Construction, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 1st day of July, 2014, a resolution was duly passed and adopted authorizing (Name) Ramon Reyes as (Title) Vice President of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is 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 6th, day of June, 2016.

Secretary: 

Print: Juan Aracil

---

---

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

---

---

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Proposal 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 6th day of June, 2016, by Ramon Reyes, who is personally known to me or who has produced personally known \_\_\_\_\_ as identification and who (did/did not) take an oath.



SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

Sydney Herrera

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC



**RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED  
ADDENDUM ACKNOWLEDGEMENT FORM**

---

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. <u>  1  </u> ,	Dated <u>  05-16-16  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>
Addendum No. <u>      </u> ,	Dated <u>                  </u>

       No Addendum issued for this RFP

Firm's Name:   AUM Construction, Inc.  

Signature:   *Ramon Reyes*  

Printed Name/Title:   Ramon Reyes, Vice President

**INSERT NARRATIVE PROPOSAL – REFERENCE SECTION II,  
ITEM 3 (“PROPOSAL FORMAT”) FOR REQUIREMENTS**



---

3. Type of Company (circle one):

Corporation    "S" Corporation    LLC    Sole Proprietorship

Other: \_\_\_\_\_

**(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)**

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership
------	-------	----------------

_____		
_____		
_____		
_____		

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

\_\_\_\_\_

\_\_\_\_\_

c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other:

---

5. Employee Information

Total No. of Employees: \_\_\_\_\_ Number of Managerial/Admin. Employees: \_\_\_\_\_

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

---

---

---

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

---

7. Insurance Information (**Attach Firm's current Certificate of Liability Insurance**)

a. Insurance Carrier name & address: \_\_\_\_\_

---

b. Insurance Contact Name, telephone, & e-mail: \_\_\_\_\_

---

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

d. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

---

---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

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

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

<b>PRODUCER</b> Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	<b>CONTACT NAME:</b> Roberto Menendez <b>PHONE (A/C. No. Ext):</b> (954) 943-5050 <b>E-MAIL ADDRESS:</b> roberto@furmaninsurance.com		<b>FAX (A/C. No):</b> (954) 942-6310
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> AUM Construction Inc 8950 NW 119th St Hialeah Gardens FL 33018	<b>INSURER A:</b> Nautilus Insurance Co		<b>17370</b>
	<b>INSURER B:</b> Commerce & Industry Insurance Co		<b>19410</b>
	<b>INSURER C:</b> Businessfirst Insurance Co		<b>11697</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 2016 WC / 2015 GL/XS

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN579314	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EBU021237400	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 3,000,000	
							AGGREGATE \$ 3,000,000	
							\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N	N/A	052111590	6/18/2016	6/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
								E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

.

**CERTIFICATE HOLDER****CANCELLATION**

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

---

---

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No (If yes, provide an attachment that provides an explanation of the project and an explanation.
11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation.  Yes  No
12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work.

# Equipment Valued at \$3,000 or Great

2006 Freightliner Bucket 55' Bucket Truck  
2007 Freightliner 55- Bucket Truck  
2006 Ford Dump Truck  
2015 Kubota Excavator  
2000 John Deere Backhoe  
2008 Sterling 28 Ton National Crane  
2010 8 Tone Trailer  
2000 20 Ton Trailer  
2000 Vemeer 24 x 40 Direction Bore Machine

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

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 employees 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: Ramon Reyes

Title: Vice President

Sworn and subscribed before this

6th day of June, 2016

  
\_\_\_\_\_

Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name) Sydney Herrera

My commission expires: 10/4/19



**NON-COLLUSIVE AFFIDAVIT**

State of Florida }

} SS:

County of Miami-Dade }

Ramon Reyes being first duly sworn, deposes and says that:

a) He/she is the Vice President, (Owner, Partner, Officer, Representative or Agent) of AUM Construction, Inc., the Bidder that has submitted the attached Proposal;

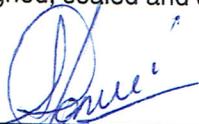
b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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) The 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.**

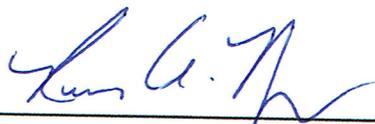
Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Witness

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

Ramon Reyes  
\_\_\_\_\_

(Printed Name)

Vice President (Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida )

) SS:

County of Miami-Dade)

BEFORE ME, the undersigned authority, personally appeared Ramon Reyes 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 X executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of June, 2016.

My Commission Expires: 10/4/19



Notary Public State of Florida at Large



**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 \_\_\_\_\_  
**[print individual's name and title]**  
for \_\_\_\_\_  
**[print name of entity submitting sworn statement]**  
whose business address is  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will 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.]**

X 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.**

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 6th day of June, 2016.

Personally known X \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of Florida

\_\_\_\_\_ My commission expires 10/4/19  
(type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name notary public)





BEFORE ME, the undersigned authority, personally appeared Ramon Reyes 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 Ramon Reyes executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of June, 2016.

My Commission Expires: 10/4/19



Notary Public State of Florida at Large



## DRUG-FREE WORKPLACE CERTIFICATION

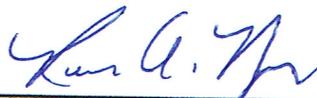
Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement 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.

AUM Construction, Inc.

BUSINESS NAME



FIRM'S SIGNATURE

END OF SECTION



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Custodial Services: East Park Youth Center and Pocket Park Playgrounds

**Date:** July 26, 2016

---

### **Recommendation:**

In accordance with Section 7 of the Town's Procurement Code that allows for access to other public agency's competitively bid contracts, "piggybacking"; it is recommended that the Town piggyback a City of Weston contract for Custodial Services with Bel Air Maintenance, Inc. to cover routine custodial services at East Park Youth Center (\$30,600/year) and Pocket Park Playgrounds (\$8,000). The contract will be based on budgeted funds to allow for the flexibility to change service levels based on funding levels.

### **Background:**

The Town requires daily custodial services at the East Park Youth Center and routine cleaning of playgrounds at the pocket parks. Staff identified a piggyback opportunity in a City of Weston competitive bid awarded to Bel Air Maintenance, Inc. ("Bel Air"). The Town is familiar with Bel Air's level of service as we have been utilizing the firm for Youth Center custodial services on a trial basis over the past eight months and Town-wide pressure cleaning services. We have found their services in these areas are better than our other cleaning contractors. The Weston agreement is effective through March 31, 2018.

Bel Air quoted \$702.00 per month daytime custodial service based off the \$39.00 hourly rate for opening bathrooms, debris blow-off and litter pick up at 0.6 hours per day. The evening custodial service quote of \$1,834.99 is based off the monthly Community Center price which offers the same custodial needs adjusted to the Youth Center's square footage at a unit of .451 per square foot. This price is lower per square foot than our current janitorial service contracts. The monthly cost for these services is approximately \$2,600.

In addition, the Weston contract provides for routine playground cleaning services. With the Town's various tot lots, this is a much needed service as these playgrounds are regularly utilized by the youth of the community. Presently, the Town does not have a dedicated maintenance services provider for playground cleaning and disinfection at our tot lot

locations.

Utilizing these services under the contract will allow for quarterly cleaning and disinfection of the tot lots for an estimated \$8,000 annually. Funding will come from the pocket parks repair and maintenance line item in the general fund.

**Attachments:**

**2016-35 Letter Agreement**

**City of Weston Contract 2015-04**

**Weston Award Resolution**

**Resolution - Awarding Contract - Bel Air**

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF CUSTODIAL SERVICES AT EAST PARK YOUTH CENTER AND POCKET PARK PLAYGROUNDS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF WESTON CONTRACT 2015-04 WITH BEL AIR MAINTENANCE, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town necessitates custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds; and

**WHEREAS**, Section 7 of the Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

**WHEREAS**, the Town intends to access City of Weston Contract 2015-04 with Bel Air Maintenance, Inc. for purchase of the custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds; and

**WHEREAS**, the Town Manager recommends authorization to procure custodial services from the current contract between the City of Weston and Bel Air Maintenance, Inc. for custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds not to exceed budgeted funds; 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 a contract to Bel Air Maintenance, Inc. in substantially the form attached hereto as Exhibit "A" for custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds not to exceed budgeted funds.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all steps necessary to utilize City of Weston Contract 2015-04 and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Bel Air Maintenance, Inc. for the custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds per budgeted funds.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Bel Air Maintenance, Inc. for the custodial services at East Park Youth Center and routine cleaning of pocket park playgrounds per budgeted funds.

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit "A" with Bel Air Maintenance, Inc. and to execute any required agreements and/or documents to implement the terms and

conditions of the contract 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 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

---

Michael A. Pizzi, Jr.  
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  
**Bel Air Maintenance, Inc.**  
for  
Custodial Services for East Park Youth Center and Pocket Park  
Playgrounds



## Agreement

### I. Parties

This Agreement, 2016-35, is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014 and **Bel Air Maintenance, Inc.**, located at P.O. Box 266284, Weston, FL 33326.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with Bel Air Maintenance, Inc. ("Bel Air") for the purchase of Custodial Services for East Park Youth Center and Pocket Park Playgrounds in an amount not to exceed budgeted funds; and

**Whereas** Bel Air has agreed to provide said services to the Town in accordance with the City of Weston agreement dated May 21, 2015 awarded in accordance with City of Weston RFP 2015-04 Custodial Services, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Bel Air, in accordance with the terms of the referenced City of Weston agreement, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Services

Bel Air shall provide Custodial Services to the Town in accordance with the terms of the above referenced City of Weston contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Bel Air from the City of Weston contract:

#### **CONTRACT NUMBER**

The Town of Miami Lakes' Custodial Services for East Park Youth Center and Pocket Park Playgrounds Contract shall be referenced as Contract # 2016-35.

#### **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract.

#### **INVOICES**

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor



- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

#### **INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

#### **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 terms or conditions the sole venue will be Miami-Dade County, Florida.

#### **V. Points of Contact**

The points of contact for the Town shall be:

Contract Management: Christina Semeraro, Procurement Manager  
(305) 364-6100 ext. 1122 [semeraroc@miamilakes-fl.gov](mailto:semeraroc@miamilakes-fl.gov)

Project Manager: Tony Lopez, Chief of Operations  
(305) 364-6100 ext. 1130 [lopezt@miamilakes-fl.gov](mailto:lopezt@miamilakes-fl.gov)



Bel Air Maintenance, Inc.

Town of Miami Lakes

Chad Lawrence, President

Name of Signatory: Chad Lawrence

Alex Rey, Town Manager

Approved as to legal form and correctness:

\_\_\_\_\_  
Town Attorney

**Attest:**

\_\_\_\_\_  
Gina Inguanzo, Town Clerk



**CORPORATE RESOLUTION**

WHEREAS, Bel Air Maintenance, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement 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                     Vice President                    ,  
(type title of officer)

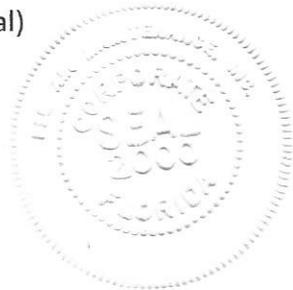
                    Jason Lawrence                    , is hereby authorized  
(type name of officer)

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 Agreement to which this resolution is attached.

DATED this 14th day of July, 2016.

                    Chad Lawrence                      
Corporate Secretary

(Corporate Seal)



# Bel Air Maintenance, Inc.

P.O. Box 266284

Weston, FL 33326-6284

PH: 954-749-2429 Fax: 954-925-4648

Email: linda@belair-bam.com

# Proposal

Date	Number
7/12/16	3955

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

Service Location/Info:
ML Youth Center

Service Description/Information	Amt
Monthly Custodial Service @ ML Youth Center: \$2,548.09	
Daily ( pm ) Janitorial Service Monday-Sunday per Town Of Miami Lakes janitorial specs Price based on City Of Weston RPF 2015-4 Community Center square footage rate, page 83 of 95	1,834.99
Daily ( am ) Janitorial Service Monday-Sunday. Open bathrooms, blow off debris and pick up litter from basketball court, playground, walkways, entrance, exits and grounds surrounding the Youth Center. Price based on hourly rate, City Of Weston RPF 2015-4 page 85 of 95 . ( 0.6 hours per day )	713.10

*\*Thank you for your consideration - Please advise regarding acceptance\**

Submitted for your acceptance on behalf of Bel Air Maintenance:



By: Jason Lawrence, Vice President

# Bel Air Maintenance, Inc.

P.O. Box 266284

Weston, FL 33326-6284

PH: 954-749-2429 Fax: 954-925-4648

Email: linda@belair-bam.com

# Proposal

Date	Number
7/12/16	3957

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

Service Location/Info:
Playgrounds

Service Description/Information	Amt
<p>Custodial Service @ \$1,989.51</p> <p>Location: City Playgrounds (Qty: 47) P1, P2 (Loch Lomond), P2 (Lake Patricia), P3 (Loch Lomand), P3 (Lake Patricia), P4, P5, P6, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P20, P22, L22, P23, P24, P28, P29, P30, P31, P35, L41, P50, P58, P59, P61, P69, P70, P75, P77, P78, P79, P80, P82, P83, P84, P86, P87, P88, P91.</p> <p>Custodial services provided as per contractual specifications.</p> <p>Note: Piggyback off City of Weston "City Playground" line item # 20 \$507.90 monthly rate for 12 playgrounds @ \$42.33 per park.</p>	1,989.51

***\*Thank you for your consideration - Please advise regarding acceptance\****

Submitted for your acceptance on behalf of Bel Air Maintenance:

By: Jason Lawrence, Vice President



---

---

**CUSTODIAL SERVICES**

---

---

**Request for Proposals No. 2015-04**

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
BEL AIR MAINTENANCE, INC.  
FOR  
CUSTODIAL SERVICES  
RFP NO. 2015-04**

This Agreement is made and entered into the 21<sup>st</sup> day of May, 2015 by and between the City of Weston, a Florida municipal corporation, ("CITY"), and Bel Air Maintenance, Inc. ("CONTRACTOR") for Custodial Services, ("Agreement"). References in this Agreement to "City Manager" shall be meant to include their designee.

WITNESSETH:

WHEREAS, the CITY solicited Proposals from firms to perform Custodial Services; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Custodial Services; and

WHEREAS, on April 20, 2015, the CITY enacted Resolution No. 2015-48, which ratified or altered the ranking of Proposals for Custodial Services and authorized the appropriate City officials to execute an agreement with the number one ranked CONTRACTOR Bel Air Maintenance, Inc.; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, materials, and all other necessary incidentals required to provide custodial services at various City facilities as further described in the scope of work and standards of work. Upon the City Commission's ratification of the Selection Committee's rankings, the City will enter into an Agreement, in the form attached to this RFP (the "Agreement").

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected CONTRACTOR(s) who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the CONTRACTOR upon request.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.

The CONTRACTOR shall be responsible for all aspects of custodial services. Restrooms refer to both mens and womens facilities. All square footage stated are only approximate.

A list of the facilities and areas to be serviced are listed below:

1. City Hall, 17200 Royal Palm Blvd. (Approx. 14,000 sq. ft.):
  - a) Office areas
  - b) Restrooms
  - c) Main Lobby & Hallways
  - d) Kitchen
  - e) City Commission Chambers & Control Room
  - f) Entrance/Exit Areas
  
2. Administrative Services Center, 17250 Royal Palm Blvd. (Approx. 24,000 sq. ft.):
  - a) Office areas
  - b) Operations Room
  - c) Restrooms
  - d) Main Lobby & Hallways
  - e) Multi-Purpose Rooms
  - f) Kitchen
  - g) Elevator
  - h) Sleeping Rooms
  - i) Entrance/Exit Areas
  
3. Public Works Services Center, 2599 South Post Road (Approx. 12,000 sq. ft.):
  - a) Office areas
  - b) Restrooms
  - c) Lobby and Hallways

- d) Kitchen
- e) Garage Area
- f) Entrance/Exit Areas
- g) Gas Pump Areas

4. **Community Center, 20200 Saddle Club Road (Approx. 7,000 sq. ft.):**

- a) Office areas
- b) Restrooms
- c) Waiting Area/Main Lobby & Hallways
- d) Kitchen
- e) Multi-Purpose Rooms
- f) Entrance/Exit Areas

5. **Regional Park Maintenance Building, 20200 Saddle Club Road (Approx. 500 sq. ft.):**

- a) Office areas & Hallways
- b) Restrooms
- c) Kitchen

6. **Soccer Building, 20200 Saddle Club Road (Inside Regional Park) (Approx. 1,000 sq. ft.):**

- a) Main Room & Hallways
- b) Restrooms

7. **Football Building, 600 Indian Trace (Inside Tequesta Trace Park) (Approx. 500 sq. ft.):**

- a) Main Room & Hallways
- b) Restrooms

8. **Regional Park Restroom Buildings, 20200 Saddle Club Road:**

- a. Restrooms Type A (Approx. 616 sq. ft)
- b. Restrooms Type B (Approx. 400 sq. ft)
- c. Restrooms Type C (Approx. 550 sq. ft)

9. **Tequesta Trace Park Restroom Buildings, 600 Indian Trace:**

- a. Restrooms Type B-1 (Approx. 510 sq. ft)
- b. Restrooms Type B-2 (Approx. 375 sq. ft)
- c. Restrooms Type B-3 (Approx. 475 sq. ft)

10. **Vista Park Restroom Buildings, 600 Indian Trace (Approx. 300 sq. ft.):**

- a. Restrooms

11. **Emerald Estates Restroom Buildings, 16400 Emerald Park Circle (Approx. 340 sq. ft.):**

- a. Restroom

12. **Gator Run Park Restroom Building, 1101 Glades Parkway**

- a. Restroom

13. Town Center Linear Park Restroom Building, 1900 Bell Tower Lane (Approx. 500 sq. ft.):

- a) Restroom

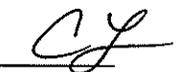
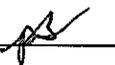
14. Library Park Restroom Building, 4255 Bonaventure Blvd (Approx. 440 sq. ft.):

- a. Restroom

15. Bus Shelters, 14 in various locations on Weston Road:

- a) Glass surfaces
- b) Structure and furniture
- c) Floor
- d) Roof
- e) Trash Container
- f) Immediate area

[THIS SPACE INTENTIONALLY LEFT BLANK]



## SECTION 2 – STANDARDS OF WORK

### 2.1 Intent

- A. **Schedule of Work** – By the 25th of each month, the CONTRACTOR shall furnish to the CITY, for its approval, a schedule of work to be completed during the upcoming month. The CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.

### 2.2 Tasks and Schedule

- A. City Hall, 17200 Royal Palm Blvd.
1. Restrooms (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Clean mirrors, chrome and stainless steel surfaces
    - c. Sanitize all restroom counters and fixtures
    - d. Clean and disinfect all toilets and fixtures
    - e. Wipe and disinfect both sides of restroom partitions
    - f. Clean both sides of all doors
    - g. Sweep and wet mop hard surface floors with germicidal cleaner
    - h. Restock paper goods and soap dispensers
  2. Office areas (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Vacuum all carpeted areas
    - c. Dust offices including furniture, ledges, window sills, all low and high reach areas
    - d. Clean all glass partitions
    - e. Spot clean all surface smudges and fingerprints
  3. Main Lobby (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Vacuum all carpeted area
    - c. Wet mop lobby floor
    - d. Wipe and clean all partitions, tables and shelving
    - e. Spot clean all smudges and fingerprints on glass surfaces
    - f. Dust and clean all furniture
  4. Kitchen (5x weekly, Monday thru Friday)
    - a. Empty trash receptacle and recycling bins and replace liners
    - b. Sweep and wet mop all hard surface floors with a germicidal cleaner
    - c. Vacuum mats
    - d. Clean and disinfect sink, counters, tables, cabinets and appliances including interior of microwave and refrigerator

5. City Commission Chambers & Control Room (5x weekly, Monday thru Friday)
  - a. Empty trash receptacles and replace liners
  - b. Vacuum all carpeted areas
  - c. Clean and disinfect all counters
  - d. Dust all furniture, ledges, window sills, all low and high reach areas
  
6. Entrance/Exit Areas (5x weekly, Monday thru Friday)
  - a. Empty trash receptacles and replace liners
  - b. Clean cigarette urns, exterior benches and tables
  - c. Vacuum all interior and exterior floor mats
  - d. Clean all glass doors, interior and exterior
  
7. Other Services & Frequencies
  - a. Clean and sanitize telephones 1x per week
  - b. Spot clean all carpeted areas as needed
  - c. Clean all return air vents and air supply vents 1x per month
  - d. Clean all interior and exterior windows 1x per month
  - e. Dust all window blinds 1x per month
  - f. Steam clean all carpeting 2 x per year
  - g. Steam clean/scrub all tile and grout surfaces 1x per year
  - h. Additional cleaning of lobby and public restrooms for City Commission meetings approx 20 x per year
  - i. Empty, clean, disinfect all interior surfaces of refrigerator 1x per month

**B. Administrative Services Center, 17250 Royal Palm Blvd.**

1. Restrooms (5x weekly, Monday thru Friday)
  - a. Empty trash receptacles and replace liners
  - b. Clean mirrors, chrome and stainless steel surfaces
  - c. Sanitize all restroom counters and fixtures
  - d. Clean and disinfect all toilets and fixtures
  - e. Wipe and disinfect both sides of restroom partitions
  - f. Clean both sides of all doors
  - g. Sweep and wet mop hard surface floors with germicidal cleaner
  - h. Restock paper goods and soap dispensers
  
2. Office areas and Operations Room (5x weekly, Monday thru Friday)
  - a. Empty trash receptacles and replace liners
  - b. Vacuum all carpeted areas
  - c. Dust offices including furniture, ledges, window sills, all low and high reach areas
  - d. Clean all glass partitions
  - e. Spot clean all surface smudges and fingerprints

3. Main Lobby (5x weekly, Monday thru Friday)
  - a. Empty trash receptacles and replace liners
  - b. Vacuum all carpeted area
  - c. Wet mop lobby floor
  - d. Wipe and clean all partitions, tables and shelving
  - e. Spot clean all smudges and fingerprints on glass surfaces
  - f. Dust and clean all furniture
  
4. Multi-purpose Room/Kitchen (5x weekly, Monday thru Friday)
  - a. Empty trash receptacle and recycling bins and replace liners
  - b. Sweep and wet mop all hard surface floors with a germicidal cleaner
  - c. Vacuum mats
  - d. Clean and disinfect sink, counters, tables, cabinets and appliances including interior of microwave and refrigerator
  - e. Set up tables and chairs as per staff instructions.
  
5. Entrance/Exit Areas (5x weekly, Monday thru Friday)
  - a. Empty trash receptacles and replace liners
  - b. Clean cigarette urns, exterior benches and tables
  - c. Vacuum all interior and exterior floor mats
  - d. Clean all glass doors, interior and exterior
  
6. Sleeping Rooms (1x per week)
  - a. Empty trash receptacles and replace liners
  - b. Vacuum all carpeted areas
  - c. Clean and sanitize surfaces
  
7. Other Services & Frequencies
  - a. Clean and sanitize telephones 1x per week
  - b. Spot clean all carpeted areas as needed
  - c. Clean all return air vents and air supply vents 1x per month
  - d. Clean all interior ~~and exterior~~ windows 1x per month<sup>1</sup>
  - e. Exterior Window Washing and Cleaning ~~1x per month~~ 4x per year<sup>1</sup>
  - f. Steam clean all carpeting 2 x per year
  - g. Exterior Window Washing 1 x per month
  
- C. Public Works Services Center, 2599 South Post Road
  1. Restroom (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Clean mirrors, chrome and stainless steel surfaces
    - c. Sanitize all restroom counters and fixtures

---

<sup>1</sup> Addendum I

- d. Clean and disinfect all toilets and urinals
  - e. Wipe and disinfect both sides of restroom partitions
  - f. Clean both sides of all doors
  - g. Sweep and wet mop hard surface floors with germicidal cleaner
  - h. Restock paper goods and soap dispensers
2. Office Areas (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Vacuum all carpeted areas
    - c. Dust offices including furniture, ledges, window sills, all low and high reach areas
    - d. Clean all glass partitions
    - e. Spot clean all surface smudges and fingerprints
    - f. Sweep and mop all hard surface floors with germicidal cleaner
3. Kitchen (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and recycling bins and replace liners
    - b. Sweep and wet mop all hard surface floors with germicidal cleaner
    - c. Vacuum mats
    - d. Clean and disinfect sink, counters, tables, cabinets and appliances including the interior of the microwave and refrigerator
4. Lobby and Hall (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Vacuum all carpeted areas
    - c. Sweep and wet mop all hard surface floors with a germicidal cleaner
    - d. Clean all partitions, tables and shelving
    - e. Spot clean all surface smudges and fingerprints
    - f. Dust and clean furniture
5. Garage Area (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Clean and sanitize water fountain and polish sinks
    - c. Spot check floor and clean spills, stains, etc.
    - d. Wipe down all exterior surfaces of person doors
6. Entrance/Exit Areas (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Vacuum all interior and exterior floor mats
    - c. Clean interior and exterior of all glass door
7. Gas Pump Area (5x weekly, Monday thru Friday)
    - a. Empty trash receptacles and replace liners
    - b. Remove bugs and spider webs from underside canopy

- c. Wash/remove bugs from floor
- d. Restock paper towels
- e. Pick up and dispose of litter in the immediate area

8. Other Services & Frequencies

- a. Clean and sanitize telephones 1x per week
- b. Spot clean carpets as needed
- c. Clean all return air vents and air supply vents 1x per month
- d. Clean all interior and exterior windows 1x per month
- e. Dust all window blinds 1x per month
- f. Steam clean all carpeting 2x per year
- g. Machine scrub all hard surface floors 1x per year
- h. Steam clean/scrub all tile and grout surfaces 1x per year
- i. Empty, clean, disinfect all interior surfaces of refrigerator 1x per month
- j. Mezzanine area in Garage: Dust and wipe all railing and wet mop floor

**D. Community Center, 20200 Saddle Club Road**

1. Restrooms (7x per week)

- a. Empty trash receptacles and replace liners
- b. Clean mirrors, chrome and stainless steel surfaces
- c. Sanitize all restroom counters and fixtures
- d. Clean and disinfect all toilets and urinals
- e. Wipe and disinfect both sides of all restroom partitions
- f. Clean both sides of all doors
- g. Sweep and wet mop hard surface floors with a germicidal cleaner
- h. Restock paper goods and soap dispensers

2. Office Areas (5x per week, Monday thru Friday)

- a. Empty trash receptacles and replace liners
- b. Vacuum all carpeted areas
- c. Dust offices including furniture, ledges, window sills, all low and high reach areas
- d. Clean all glass partitions
- e. Spot clean all surface smudges and fingerprints
- f. Sweep and mop all hard surface floors with germicidal cleaner

3. Waiting Area/Main Lobby & Hallways (7x per week)

- a. Empty trash and replace liners
- b. Vacuum all carpeted areas
- c. Sweep and wet mop all hard surface floors with germicidal cleaner
- d. Wipe and clean all partitions, tables, chairs and shelving
- e. Dust and clean all furniture
- f. Spot clean all surface smudges and fingerprints

4. Kitchen (7x per week)
  - a. Empty trash receptacles and replace liners
  - b. Sweep and wet mop all hard surface floors with germicidal cleaner
  - c. Vacuum mats
  - d. Clean and disinfect sink, counters, tables, cabinets and appliances including the interior and exterior of microwave and refrigerator
  
5. Multipurpose Rooms (7x per week)
  - a. Empty trash receptacles and replace liners
  - b. Vacuum all carpeted areas
  - c. Clean and sanitize tables and chairs
  - d. Set up tables and chairs as per staff instructions
  
6. Entrance/Exit Areas (7x per week)
  - a. Empty trash receptacles and replace liners
  - b. Vacuum all interior and exterior mats
  - c. Clean interior and exterior of all glass doors
  - d. Pick up and dispose of litter in the immediate area
  - e. Remove all bugs and spider webs
  
7. Other Services & Frequencies
  - a. Clean and sanitize telephones 1x per week
  - b. Spot clean carpets as needed
  - c. Clean all return air vents and air supply vents 1x per month
  - d. Clean all interior and exterior windows 1x per month
  - e. Dust all window blinds 1x per month
  - f. Steam clean all carpeting 2x per year
  - g. Machine scrub all hard surface floors 1x per year
  - h. Steam clean/scrub all tiles and grout surfaces 1x per year
  - i. Empty, clean, disinfect all interior surfaces of refrigerator 1x per month

**E. Regional Park Maintenance Building, 20200 Saddle Club Road**

1. Vacuum all carpeted areas 5x per week
2. Dust all furniture, window sills, ledges, high and low reach areas 5x per week
3. Clean and sanitize telephones 1x per week
4. Spot clean carpets as needed
5. Dust window blinds 1x per month
6. Clean all return air vents and air supply vents 1x per month
7. Steam clean carpeting 2x per year

**F. Soccer Building, 20200 Saddle Club Road (Inside Regional Park)**

1. Restroom (3x weekly)
  - a. Empty all trash receptacles and replace liners

- b. Clean mirrors, chrome and stainless steel surfaces
  - c. Clean and disinfect all toilets and urinals
  - d. Sweep and wet mop hard surface floors with germicidal cleaner
  - e. Restock paper goods and soap dispensers
- 2. Main Room (3x weekly)
    - a. Empty trash receptacles and replace liners
    - b. Vacuum all carpeted areas
    - c. Sweep and wet mop hard surface floors with germicidal cleaner
    - d. Dust all furniture and all low and high reach areas
    - e. Spot clean surface smudges and fingerprints on counters, window and glass doors
  - 3. Other Services & Frequencies
    - a. Clean all return air vents and air supply vents 1x per month
    - b. Dust window blinds and clean window sills 1x per month
    - c. Clean interior and exterior of all glass doors and windows 1x per month
- G. Football Building, 600 Indian Trace (inside Tequesta Trace Park)**
- 1. Empty trash receptacles and replace liners 1x per week
  - 2. Sweep and mop hard surface floors with germicidal cleaner 1x per week
  - 3. Dust windows blinds and window sills 1x per month
  - 4. Clean all return air vents and air supply cents 1x per month
- H. All Parks Restroom Buildings, Various Locations (except Town Center, Library Park)<sup>2</sup>**
- 1. Empty trash receptacles and replace liners 7x per week
  - 2. Clean mirrors, chrome and stainless steel surfaces 7x per week
  - 3. Sanitize all restroom counters and fixtures 7x per week
  - 4. Clean and disinfect all toilets and urinals 7x per week
  - 5. Clean and disinfect both sides of all restroom partitions 7x per week
  - 6. Clean both sides of al doors 7x per week
  - 7. Sweep and wet mop hard surface floors with germicidal cleaner 7x per week
  - 8. Pick up and dispose of litter in the immediate are 7x per week
  - 9. Restock paper goods and soap dispensers 7x per week
  - 10. Restroom in Regional, Vista and Tequesta Parks shall be cleaned at a minimum of 2 x per day Monday-Friday and 3 x per day on Saturday and Sundays.
- I. Town Center Linear Park Restroom Building, 1900 Bell Tower Lane**
- 1. Clean mirrors, chrome and stainless steel surfaces 1x per week
  - 2. Empty trash receptacles and replace liners 1x per week
  - 3. Sanitize all restroom counters and fixtures 1x per week
  - 4. Clean and disinfect all toilets and urinals 1x per week

---

<sup>2</sup> Addendum I

5. Clean and disinfect both sides of all restroom partitions 1x per week
6. Clean both sides of al doors 1x per week
7. Sweep and wet mop hard surface floors with germicidal cleaner 1x per week
8. Pick up and dispose of litter in the immediate are 1x per week
9. Restock paper goods and soap dispensers 1x per week

**J. Library Pak Restrooms, 4255 Bonaventure Blvd**

1. Clean mirrors, chrome and stainless steel surfaces 2x per week
2. Empty trash receptacles and replace liners 2x per week
3. Sanitize all restroom counters and fixtures 2x per week
4. Clean and disinfect all toilets and urinals 2x per week
5. Clean and disinfect both sides of all restroom partitions 2x per week
6. Clean both sides of al doors 2x per week
7. Sweep and wet mop hard surface floors with germicidal cleaner 2x per week
8. Pick up and dispose of litter in the immediate are 2x per week
9. Restock paper goods and soap dispensers 2x per week

**K. Bus Shelters, 44 16<sup>3</sup> in various locations on Weston Road**

- a. Empty all trash receptacles and replace liners 2x per week
- b. Pick up and dispose of litter in the immediate area 2x per week
- c. Sweep/blow debris from floor 2x per week
- d. Spot clean surface smudges and fingerprints on glass surface 2x per week
- e. Remove spider webs/bugs from shelter and furniture 1x per week
- f. Wipe and disinfect furniture 1x per week
- g. Clean both sides of all glass surfaces 1x per week
- h. Pressure clean pavers and concrete areas 1x every 3 months
- i. Clean metal roof surface 1x every 3 months

**L. Outdoor Playground Surfaces, 12 in various locations in City Parks<sup>3</sup>**

- a. Clean, rinse and disinfect all playground equipment and furniture exterior surfaces with safe and applicable products 1 x month
- b. Pick up and dispose of litter in the immediate are 1x per month

**2.3 Tasks Descriptions**

- A. Entrance & All Interior Floors.** All floors shall be swept or dust-mopped to remove loose soil and dust prior to wet mopping. All accessible floor areas shall be mopped to remove soil, scuff marks, and stains. Entire area includes under chairs, trash receptacles, desks and other furniture, behind doors and corners, which are accessible. After mopping, the floors shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks. Clean mop heads should be used nightly.

<sup>3</sup> Addendum 1

- B. **Carpeted Areas.** All carpeted areas shall be vacuumed free of all visible debris. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, and dust. Carpets should be checked daily for stains and all dirty spots/stains shall be treated with a carpet spot cleaning solution following the direction of the manufacturer for the specific carpet and stain involved.
- C. **Entrance Mats.** Entrance mats shall be vacuumed. Entrance mats shall be lifted to clean underneath. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust and other debris.
- D. **Wastebaskets.** All waste receptacles within and *immediately outside all*<sup>4</sup> buildings shall be emptied each evening and returned to their initial location. Empty and damp wipe all wastebaskets and remove all trash (insert liner in wastebaskets). All trash shall be placed in dumpster on sites.
- E. **Dusting.** Dust all surfaces, including furniture, chairs, files, equipment, windowsills, blinds, ledges, wall hangings, cubicle wall tops, restroom lockers, door tops, tops and side of book shelves and cabinets, etc. with a treated microfiber cloth. A properly dusted area shall be free of all dust, dirt, lint and cobwebs.
- F. **Door Handles, Door Knobs, Handrails and Push Plates.** Items shall be wiped down and embedded dirt removed with the appropriate cleaning product.
- G. **Walls, Doors, Partitions and Light Switches.** Spot wash to remove smudges, marks and fingerprints from such areas as walls, equipment, doors, partitions and light switches.
- H. **Entrance Doors, Interior Glass/Windows:** Completely clean interior and exterior door glass. Clean both sides of the glass door metal frame. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
- I. **Lounge/Kitchen Tables, Counters, Chairs, Sofas (Offices, Public Areas, Meeting Rooms and Lounges).** Remove all non-permanent stains, spots and spills using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Cloth chairs shall have cushions vacuumed and dusted.
- J. **Drinking Fountains.** Wash/disinfect water fountains. Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all surfaces including the orifice and drain. Stainless steel section shall be polished with an appropriate cleaner.
- K. **Elevators.** Remove all soil, dirt and fingerprint marks with an approved cleaner. Polish metal/wood surfaces with an approved polish; the surface shall be free of smudges and have

---

<sup>4</sup> Addendum 1

a shiny appearance. Elevator floors shall be swept, vacuumed and wet mopped. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt.

- L. **Restrooms.** Completely clean and disinfect all exposed surfaces of the toilets and urinals with detergent disinfectant, beginning with seats and working down. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc. from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. Pour one ounce of bowl cleaner into urinal after cleaning and do not flush. All fixtures shall present a clean, bright, shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc. including the metal hardware. Stopped-up toilets shall be plunged free of obstructions.
- M. **Paper Products and Soap Dispensers.** Re-supply all toilet paper, toilet seat covers, sanitary napkin bags, paper towels and soap dispensers to their maximum level. Dispensers shall be refilled with the proper product for that dispenser. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported to Project Manager, who in turn will notify the Facilities Project Coordinator via email.
- N. **Restroom Trash Receptacles.** All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside and housing of the receptacle shall be cleaned with a germicidal cleaner.
- O. **Counter Tops, Mirrors and Sinks.** Completely clean and disinfect all exposed surfaces of the sink, counter top and mirrors. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported to the CITY.
- P. **Shower/Restroom Walls, Partitions, Floors and Doors.** Clean the shower walls, curtains, shower floors, partition walls, doors and walls surrounding the urinals and toilets using an approved germicidal cleaner. Remove any non-permanent stains, spots, streaks, etc. Clean the shower drains. This also includes the light switches, doors, and any of the walls within the restroom. After cleaning, all areas shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.
- Q. **Non-Specified Cleaning.** The CONTRACTOR is expected to use their professional judgment to perform necessary cleaning which may not be specifically detailed or scheduled in these standards, including but not limited to cleaning up spills, stains and other unforeseen occurrences. The CITY will not be charged for cleaning not specifically outlined unless the CITY deems that it exceeds the scope of work of these specifications and is agreed upon by the CONTRACTOR and the CITY prior to work being performed.

- R. **Surfaces.** All areas and surfaces designated to be serviced by the CONTRACTOR shall be left daily in a clean, sanitary and neat condition and in the highest level of appearance. CONTRACTOR personnel shall perform all required services in a workman-like and professional manner.
- S. **Playground Equipment and Furniture.**<sup>5</sup> CONTRACTOR shall clean, rinse and disinfect all exterior areas and surfaces of playground equipment and furniture using safe applicable Environmental Protection Agency (EPA) registered/approved products. Surfaces shall include, but not be limited to, all handrails, slides, poles, swings and climbing elements. CONTRACTOR shall follow procedures indicated on the product label. Product information data shall be submitted to the City for review. CONTRACTOR is fully responsible for the product and methods used. Damages to the playground equipment surfaces shall be the responsibility of the CONTRACTOR to replace/repair. Areas to be serviced by the CONTRACTOR shall be left daily in a clean, sanitary and neat condition and in the highest level of appearance. CONTRACTOR shall secure site during cleaning to prevent use by the public. CONTRACTOR personnel shall perform all required services in a workman-like and professional manner.

Playgrounds are located at the following City Parks: **Country Isles Park**, 2260 Country Isles Road; **Emerald Estates Park**, 16400 Emerald Estates Drive; **Gator Run Park**, 1101 Gator Parkway; **Indian Trace Park**, 400 Indian Trace; **Peace Mound Park**, 1300 Three Village Road; **Tequesta Trace Park**, 600 Indian Trace; **Vista Park**, 18800 Vista Park Boulevard; **Emerald Estates Park**, 16400 Emerald Estates Drive; **Weston Regional Park (two playgrounds)**, 20200 Saddle Club Road.

**2.4 Discovery and Notification**

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

**2.5 Property Damage**

Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to CITY or Property Owner.

---

<sup>5</sup> Addendum 1

**2.15 Work Order (Service Request) Completion Information Input**

The CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced (e.g. street light pole#, monument sign, irrigation pump, etc), and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

**2.6 Extra Work**

The CONTRACTOR shall do extra work not specified herein that may be ordered in writing by the CITY. For the work, the CONTRACTOR shall be paid at the rate named in the Contract for the work of a similar nature and character. Except as hereinafter provided, all extra work ordered and performed in accordance with this paragraph shall be paid for at the price in the written order for such work. The price (or rate) shall have been approved by the CITY and mutually agreed upon by the CONTRACTOR.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



## SECTION 3 – STANDARDS OF CONTRACTOR

### 3.1 Intent

The CONTRACTOR shall be an independent contractor and the individuals assigned to work for the CITY by the CONTRACTOR shall be subject to the approval of the CITY, and will not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

The CITY reserves the right to inspect CONTRACTOR's facilities at any reasonable time, during normal working hours, without prior notice to determine that the CONTRACTOR has a bona fide place of business, and is a responsible CONTRACTOR.

### 3.3 Identification

CONTRACTOR shall not use or create any badge containing the City name, logo or any other reference thereof for identification. CONTRACTOR shall use only a City issued identification badge

### 3.4 Experience, Licensing and Qualifications

**Experience** - CONTRACTOR shall have a minimum of five years experience in providing Custodial services of a similar scope as those services desired by the CITY. CONTRACTOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.

All proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications.

A. **Licenses** - CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits.

B. **Service and Incorporated** - CONTRACTOR shall have been in continuous service and incorporated in the State of Florida for a minimum of five (5) years.

### 3.5 Relationship Contact

The CONTRACTOR shall maintain at a minimum one Relationship Contact for this contract based at a principal or branch location within Florida. The Relationship Contact shall be available by cellular telephone at all times and will be expected to visit the work site(s) as requested by the CITY. The Relationship Contact shall be able to manage all facets of the contract. The Relationship Contact must be fluent in English, have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the CITY. The Relationship Contacts shall use their

experience and training to prevent, detect and control adverse conditions by physically inspecting the work site(s) regularly.

### **3.6 Subcontracting Work**

#### **A. Award of Subcontracts and Other Contracts for Portions of the Work**

As part of submission for this RFP, the CONTRACTOR shall furnish in writing to the CITY the names of persons or entities proposed for each principal portion of the Work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by the CITY.

The CONTRACTOR shall be responsible and liable to the CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

#### **B. Sub-contractual Relations**

By listing the names of each as set forth in Exhibit/Forms 11C", attached hereto and made a part hereof, the CONTRACTOR shall require each Sub-Contractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Agreement, and to assume toward the CONTRACTOR all the obligations and responsibilities which the CONTRACTOR, by this Agreement, assumes toward the CITY. Each sub-contract agreement, between the CONTRACTOR and a Sub-Contractor, shall preserve and protect the rights of the CITY under the Agreement with respect to the Work to be performed by the Sub-Contractor so that subcontracting thereof shall not prejudice such rights, and shall allow the Sub-Contractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Agreement, has against the CITY. Where appropriate, the CONTRACTOR shall require each Sub-Contractor to enter into similar agreements with Sub-Contractors. The CONTRACTOR shall make available to each proposed Sub-Contractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Sub-Contractor shall be bound, and upon written request of the Sub-Contractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Sub-Contractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Contractors.

### **3.7 Drug-Free Workplace**

CONTRACTOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida States.

**3.8 Transition Plan**

CONTRACTOR shall provide a detailed description of how services will be transitioned under the CITY's current Agreement to the CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to the residents of the CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, the CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

OWNER INITIALS AS

CONTRACTOR INITIALS CY

## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Required Inspection Services

#### Labor

The CONTRACTOR shall provide a sufficient number of supervised staff to complete the custodial duties at all facilities as outlined in this Section.

Prior to working in the CITY, all managers and employees of CONTRACTOR, independent contractors, and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted. The analysis of the background check shall focus only on those offenses that most directly impact both children and adults, which include but are not limited to the following:

- Any illegal activity of a sexual nature;
- Acts of violence;
- Acts of lewd or lascivious behavior;
- Drug possession and/or drug distribution; and,
- Repeated public intoxication.

A background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility of the CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each City fiscal year (beginning October 1<sup>st</sup>) the CONTRACTOR shall submit written certification to the CITY that CONTRACTOR has complied with the City's requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with the CONTRACTOR after the commencement of the Agreement, during a City fiscal year, the CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of the CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the agreement

The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. **Supervisor** – the CONTRACTOR shall maintain a supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the custodial services for the CONTRACTOR and be capable of directing all regular maintenance and additional custodial services and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the facilities.
- B. **Employee/Independent Contractor or Sub-Contractor Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or sub-contractor from performing maintenance on the CITY'S property where such employee's /independent contractor's or sub-contractor's performance or actions, are obviously detrimental to the program.
- C. **Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted.
- D. **Vehicles** - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. **Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- F. **Storage** - The CONTRACTOR shall be allowed to store cleaning supplies, material and equipment in areas designated by the CITY. These areas shall be utilized by CONTRACTOR only for the storage of those items necessary for the performance of the work described herein.
- G. **Chemicals** – The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) for all products used
- H. **Discovery and Notification** – If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of occurrence.
- I. **Securing Facilities** - The CONTRACTOR shall be responsible for keeping all buildings locked while performing custodial duties on premises. The CONTRACTOR is also responsible for ensuring that no unauthorized personnel are permitted into any CITY facility while the CONTRACTOR is in the facility. The CONTRACTOR shall be responsible for locking all doors and turning lights off when they leave premises.

- J. **Paper/Documents on Floor** - All papers found on floor shall be placed on the nearest desk or counter to prevent loss of important papers or documents.
- K. **Responding to Complaints** - All cleaning complaints shall be responded to and corrected within a four (4) hour time limit. All complaints and corrections shall be directed through the delegated City personnel.
- L. **Keys** - The CITY shall provide the CONTRACTOR with sufficient keys, including electronic keys, to permit entry to facilities to carry out responsibilities of the contract. All keys issued to the CONTRACTOR are the responsibility of the CONTRACTOR. All keys provided remain the property of the City and shall not be duplicated.

The CONTRACTOR shall provide a list of personnel issued a key and shall be responsible for amendments made to this list. Lost, missing, or stolen keys may be cause for a complete lock replacement and must be immediately reported to the City's representative. The cost of changing locks or replacing the keys to buildings, rooms, or areas accessible by the lost or stolen keys will be at the CONTRACTOR's expense. The City shall have the right to audit the control of keys, and request an accounting of all at anytime.

- M. **Moving Furniture and Equipment** - The CONTRACTOR shall move and return to original position all furniture and equipment (i.e., chairs, trash cans, mats, tables, etc) necessary to properly perform custodial services.

**Damage** - The CONTRACTOR shall at all times guard against damage or loss to the property of the City or of other vendors or contractors and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

The CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on City property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated City personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

**City Equipment** - The CONTRACTOR and their employees shall not use any City equipment to include but not limited to microwave ovens, copy machines, fax machines, computers, audio visual equipment, typewriters, telephones, etc. The City reserves the right to request termination of any CONTRACTOR employees utilizing City equipment.

The Contractor and their employees are not allowed to use any City telephones, except in the case of an emergency. (Emergency is defined as an urgent need for assistance).

#### 4.2 Materials

The following products, or an equal approved by the CITY, shall be used in performing the tasks described in Section 2:

1. Cottenelle toilet tissue (City Hall, Public Works, Administrative Services Center & Community Center)
2. Signature Preference Ultra C-fold paper towel (City Hall, Public Works, Administrative Services Center & Community Center)
3. Urinal block w/screen – cherry (City Hall, Public Works, Administrative Services Center & Community Center)
4. Center pull blue paper towel (Public Works Gas Pump area only)
5. Choice pink hand soap (City Hall, Public Works, Administrative Services Center & Community Center)
6. Purell hand sanitizer foam refills (City Hall, Public Works, Administrative Services Center & Community Center)
7. Lysol neutral-air dispenser refills (City Hall, Public Works, Administrative Services Center & Community Center)
8. Toilet seat covers (City Hall, Public Works, Administrative Services Center & Community Center)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. The City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for the City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of the CITY.
- F. The CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. The CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to the CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the CONTRACTOR's insurance company and the CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of the CITY. CONTRACTOR's insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses amounts below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

5.2 Specific Coverage

Workers Compensation

CONTRACTOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harborworkers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event the CONTRACTOR has "leased" employees, the CONTRACTOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by the CITY.

The CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by the CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

Commercial General Liability

CONTRACTOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.

Business Automobile Liability

CONTRACTOR shall provide evidence of Business Automobile Liability on standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.

~~Theft/Vandalism/Damage Liability~~

~~CONTRACTOR shall provide evidence of Theft/Vandalism/Damage Liability, and including per employee limits of not less than \$25,000 covering all work performed under this Agreement. Coverage shall include liability for dishonest acts of the CONTRACTOR's employees against the CITY.~~

**Employee Dishonesty Coverage**

CONTRACTOR shall provide Employee Dishonesty Coverage to include liability for dishonest acts of the CONTRACTOR's employees against the City including Theft. Limits shall be not less than \$25,000 per employee.<sup>6</sup>

**Umbrella or Excess Liability**

Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name the City as Additional Insured and coverage shall be provided on a "Follow Form" basis.

**Pollution Liability**

For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

**Sub-Contractors**

Insurance requirements itemized in this contract and required of the CONTRACTOR shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

---

<sup>6</sup> Addendum 1

## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by the City Commission, the CONTRACTOR shall furnish to the CITY an executed Performance and Payment Bond in an amount equal to 100% of the estimated cost of the Agreement for the first year of the Agreement as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. **Bond shall be submitted on Form 13 provided by the CITY.** The condition of this obligation is such that, if the CONTRACTOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless the CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. Surety companies issuing Performance and Payment Bonds shall fulfill **each** of the following provisions, and the CONTRACTOR shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
  2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  7. The bond shall be issued by a Florida resident agent.
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than **"A- Excellent: FSC VII"** and shall have at least a minimum Policyholders ratings of A-Class VII or higher. In the event that the Surety Company's rating shall drop, the Surety Company shall immediately notify the CITY.

- E. All Surety Companies are subject to review and approval by the CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
  
- F. **Duration of Bonds:** Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement; however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to the CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

[THIS SPACE INTENTIONALLY LEFT BLANK]

OWNER INITIALS     *PS*    

CONTRACTOR INITIALS     *CF*

## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2018.

7.2 No work shall commence until the Notice to Proceed shall be issued by the CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of the City Commission if the CONTRACTOR is in breach and has not corrected the breach within 60 days after written notice from the CITY identifying the breach, or for convenience by action of the City Commission upon not less than 60 days' written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within 60 days after written notice from the CONTRACTOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- E. In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages. CONTRACTOR is responsible for completing any and all outstanding work which commenced prior to termination, including but not limited to, closeout of any open or outstanding permits applications, certificates of occupancy, etc.; as well as, performing any required inspections and final inspections.

7.4 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

7.5 CONTRACTOR agrees and acknowledges that CONTRACTOR's failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

7.6 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

7.7 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of the City Commission.

7.8 **Compensation**

A. The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit/Forms 11A", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Work.

B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- C. Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect the CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card, or other method as determined by the CITY in its sole discretion.
- E. Beginning on April 1, 2016 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the twelve month change in the February Consumer Price Index-(CPI) All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84 = 100, Bureau of Labor Statistics Series ID's: CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed five percent (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

**7.9 Taxes**

The CONTRACTOR shall not be entitled to the CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of the City Commission. The purchase of goods or services for "Extra Work" may be purchased in accordance with the terms, conditions and prices within the Agreement.

**7.11 No Contingency Fees**

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 it 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.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. A CONTRACTOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in the CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at the CITY'S sole discretion.

**7.13 Compliance with Applicable Laws**

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

**7.14 Familiarity with Laws and Ordinances**

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to the CITY in writing without delay.

**7.15 Advertising**

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of the City Manager or designee.

**7.16 Indemnification**

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs,

damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

**7.17 Miscellaneous**

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. **Audit and Inspection Rights and Retention of Records.**
  - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

2. CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period.
3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the Agreement for CONTRACTOR services.

**C. Public Records**

CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the CITY 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.
4. Meet all requirements for retaining public records and transfer at no cost to the CITY all public records in possession of the CONTRACTOR upon termination of the 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 the CITY in a format that is compatible with the information technology systems of the CITY.
5. If the CONTRACTOR does not comply with a public records request, the CITY shall enforce the Agreement provisions in accordance with this Agreement.

**D. Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**E. Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, CONTRACTOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.

**F. Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

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

CITY: John R. Flint, City Manager  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman & Popok, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

CONTRACTOR: Chad Lawrence  
President  
Bel Air Maintenance, Inc.  
2648 Griffin Road  
Dania Beach, FL 33312-5935

- H. Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
- I.** CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
- J.** In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- K. Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision

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

- L. Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- M. Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- N. Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and 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 Sections 1 through 7 of this Agreement shall prevail and be given effect.
- O. Applicable Law and Venue; Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- P. Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by the City Commission.

OWNER INITIALS AS

CONTRACTOR INITIALS CJ

- Q. Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- R. Multiple Originals.** This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- S. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- T. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- U. Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- V. Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- W. Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- X. Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**SECTION 8 – SPECIAL CONDITIONS**

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

OWNER INITIALS AB

CONTRACTOR INITIALS CY

**AGREEMENT BETWEEN THE CITY OF WESTON AND BEL AIR MAINTENANCE, INC. FOR CUSTODIAL SERVICES, RFP NO. 2015-04**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of April, 2015; and \_\_\_\_\_ Bel Air Maintenance, Inc. \_\_\_\_\_ authorized to execute same, through its President.

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

**CITY OF WESTON**, through its  
City Commission

By: \_\_\_\_\_  
Daniel J. Stermer, Mayor

\_\_\_\_ day of \_\_\_\_\_, 201\_\_

By: \_\_\_\_\_  
John R. Flint, City Manager

20<sup>th</sup> day of May, 2015

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

20<sup>th</sup> day of May, 2015

AGREEMENT BETWEEN THE CITY OF WESTON AND BEL AIR MAINTENANCE, INC. FOR CUSTODIAL SERVICES, RFP NO. 2015-04

CONTRACTOR, Bel Air Maintenance, Inc.

By: Chad Lawrence, President  
Chad Lawrence, President

18<sup>th</sup> day of May, 2015

WITNESSES:

Gaetana Biondo

Gaetana Biondo

Print Name

[Signature]

LaKeisha Pierre

Print Name

OWNER INITIALS [Signature]

CONTRACTOR INITIALS CL

**AGREEMENT FORM 1**  
**CONTRACTOR'S STATEMENT OF ORGANIZATION**

1. Full Name of CONTRACTOR:

Bel Air Maintenance, Inc.

Principal Business Address, Phone and Fax Numbers:

2648 Griffin Road

Dania Beach, FL 33312-5935

Phone: 954-749-2429 / Fax: 954-925-4648

2. Principal Contact Person(s):

Chad Lawrence

Jason Lawrence

3. Form of CONTRACTOR(Corporation, Partnership, Joint Venture, Other):

Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of CONTRACTOR. Provide proof of the ability of the individuals so named to legally bind the CONTRACTOR.

Name	Address	Title
<u>Chad Lawrence</u>	<u>1314 SE 1st St., Ft. Lauderdale, FL 33301</u>	<u>Pres.</u>
<u>Jason Lawrence</u>	<u>1298 SW 30th Ave., Ft. Lauderdale, FL 33312</u>	<u>V.P. - authorized signer</u>
<u>as per Resolution of Board of Directors provided as requested.</u>		

If a corporation, in what state incorporated: Florida

Date Incorporated: September 8th 2000  
Month Day Year

If a Joint Venture or Partnership, date of Agreement: N/A

Name and address of all partners (state whether general or limited partnership):

N/A

# AGREEMENT FORM 1 CONTRACTOR'S STATEMENT OF ORGANIZATION (Continued)

If other than a corporation or partnership, describe organization and name of principals.  
N/A

5. Indicate the number of years CONTRACTOR has experience in providing Custodial services of similar scope as those services stated in the Agreement.  
Fourteen (14) years

6. List all CONTRACTORS participating in this project (including subcontractors if applicable):

Name	Address	Title
1. <u>Subcontractor: Next Generation Cleaning Services, Inc. - Justin Colon, President</u>		
2. <u>632 SW 132nd Terr., Davie, FL 33325</u>		
3. _____		
4. _____		

7. Outline specific areas of responsibility for each CONTRACTOR listed in Question 6.

1. Steam clean all carpeting
2. Steam clean/scrub all tile and grout
3. Machine scrub all hard surface floors
4. \_\_\_\_\_

8. County or Municipal Business Tax Receipt No.: 325-22147

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**  
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 854-831-4000  
VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA: BEL AIR MAINTENANCE INC      Receipt #: 325-22147  
Business Name: \_\_\_\_\_      Business Type: CLEANING/SANITIZATIONAL (SANITIZATIONAL SERVICES)

Owner Name: CHAD LAWRENCE      Business Opened: 03/01/2003  
Business Location: 2648 GRIFFIN RD      State/County/Cert/Reg: \_\_\_\_\_  
FT LAUDERDALE      Exemption Code: \_\_\_\_\_  
Business Phone: 954-749-2429

Rebate      State      Employees      Machines      Professionals

Number of Machines: \_\_\_\_\_      For Voting Business Only

Tax Amount	Transfer Fee	HGF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT WHEN VALIDATED**      This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. The Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address: CHAD LAWRENCE      Receipt # 888-11-6814162  
PO BOX 266284      7618 09/30/2014 33.00  
WESTON, FL 33326

2014 - 2015

**AGREEMENT FORM 1  
CONTRACTOR'S STATEMENT OF ORGANIZATION  
(Continued)**

9. Have you ever failed to complete any work awarded to you?

Yes \_\_\_\_\_ No  X  If yes, note when, where and why.

---

---

---

---

---

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

**AGREEMENT FORM 1**  
**CONTRACTOR'S STATEMENT OF ORGANIZATION**  
**(Continued)**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes \_\_\_\_\_ No  X  If yes, attach a separate sheet of explanation.

**AGREEMENT FORM 1  
CONTRACTOR'S STATEMENT OF ORGANIZATION  
(Continued)**

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

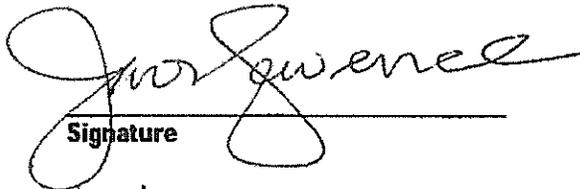
Yes \_\_\_\_\_ No X \_\_\_\_\_ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes \_\_\_\_\_ No X \_\_\_\_\_ If yes, attach a separate sheet of explanation.

22. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in the RFP Documents.

\* See Page 68a following.



Signature

Jason Lawrence

Name

Vice President

Title

3/16/15

Date

# Management/Reporting System

We will continue same procedures and policies that are currently used; the owners of the company are also the managers of the company, thus all staff report directly to owners.

Additionally, owners will communicate daily with City Staff to ensure all responsibilities are being fulfilled .

## AGREEMENT FORM 2 PERSONNEL

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP Documents, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

---

- A. Name & Title     Chad Lawrence, President
- B. Years Experience with:     Fifteen (15) years: 2000 to present  
This CONTRACTOR:     Bel Air Maintenance, Inc.  
With Other Similar CONTRACTORS:     Ten (10) years: 1990 - 2000 - Bel Air Cleaning
- C. Education:     South Broward High School  
Degree(s)     Broward Community College  
                               No  
Year/Specialization     N/A
- \*D. Professional References: (List a minimum of three)  
Listed below.
- E. Other Relevant Experience and Qualifications  
Twenty five (25) years experience in Weston (initially with Arvida, then directly with City of Weston)
- F. Attach applicable licenses for each individual performing services pursuant to this Agreement. N/A
- \* D. Professional References:     1. Castle Mgmt. Group - Rey Nunez, Regional Mgr. - 954-990-3633  
   2. TPMG - Troy Modlin, Property Mgr. - 954-605-5484  
   3. Rusty Hayes, President - Runway Growers, Inc., 954-584-0269

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## AGREEMENT FORM 2 PERSONNEL

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP Documents, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

---

- A. Name & Title     Jason Lawrence, Vice President
- B. Years Experience with:     Fifteen (15) years: 2000 to present  
This CONTRACTOR:     Bel Air Maintenance, Inc.  
With Other Similar CONTRACTORS:     Ten (10) years: 1990 - 2000 - Bel Air Cleaning
- C. Education:     South Broward High School  
Degree(s)     Broward Community College  
                               No  
Year/Specialization     N/A
- \*D. Professional References: (List a minimum of three)  
Listed below.
- E. Other Relevant Experience and Qualifications  
Twenty five (25) years experience in Weston (initially with Arvida, then directly with City of Weston)
- F. Attach applicable licenses for each individual performing services pursuant to this Agreement. N/A
- \* D. Professional References:     1. Castle Mgmt. Group - Rey Nunez, Regional Mgr. - 954-990-3633  
   2. TPMG - Troy Modlin, Property Mgr. - 954-605-5484  
   3. Rusty Hayes, President - Runway Growers, Inc., 954-584-0269

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## AGREEMENT FORM 2 PERSONNEL

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP Documents, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

---

- A. Name & Title    Kenneth J. Discher II, Project Manager/Supervisor
- B. Years Experience with:    Nine (9) years: 2006 to present  
This CONTRACTOR:    Bel Air Maintenance, Inc.  
With Other Similar CONTRACTORS:    None
- C. Education:    Piper High School  
Degree(s)    Broward Community College  
                    No  
Year/Specialization    N/A
- \*D. Professional References: (List a minimum of three)  
Listed below.
- E. Other Relevant Experience and Qualifications  
Business administration classes at Broward Community College. On site job experience and training.
- F. Attach applicable licenses for each individual performing services pursuant to this Agreement. N/A
- \* D. Professional References:    1. Castle Mgmt. Group - Rey Nunez, Regional Mgr. - 954-990-3633  
  2. TPMG - Troy Modlin, Property Mgr. - 954-605-5484  
  3. Rusty Hayes, President - Runway Growers, Inc., 954-584-0269

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT FORM 3  
REFERENCES**

The CONTRACTOR shall provide references for providing Custodial services of similar scope as those services stated in the Agreement.

Name of Entity: City of Weston  
Address: 17200 Royal Palm Boulevard  
Weston, FL 33326

Phone Number: 954-385-2000  
Principal Contact Person(s): Don Decker

Year Contract Initiated: 2011  
2001 - 2011: Similar scope; serviced on a month-to-month basis.

Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

**AGREEMENT FORM 4  
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President \_\_\_\_\_ of Bel Air Maintenance, Inc. \_\_\_\_\_, the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other CONTRACTOR, firm or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other CONTRACTOR, firm, or person to fix the price or prices in the attached RFP, or of any other CONTRACTOR, or to fix any overhead, profit or cost element of the Proposal or the response of any other CONTRACTOR, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

## **AGREEMENT FORM 5 DRUG-FREE WORKPLACE**

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Bel Air Maintenance, Inc. does:  
(Name of CONTRACTOR)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, 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 contractual services described in the Agreement document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**AGREEMENT FORM 6  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

I am Jason Lawrence of Bel Air Maintenance, Inc., the Proposer that has submitted the attached Proposal;

I hereby certify to the best of my knowledge that neither I nor any of the those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this Affidavit shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of this Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Business relationship with various City of Weston employees as is necessary to coordinate efforts in fulfillment of obligations under agreements: RFP 2011-03 - Custodial Services  
RFP 2011-05 - Pressure Cleaning Services  
RFP 2014-01 - Cleaning of Light Poles and Traffic Mast Arms

Kallman Insurance is the agent of record for Bel Air's general liability and auto insurance policies and Commissioner Thomas M. Kallman is the President of Kallman Insurance.

**AGREEMENT FORM 8  
CERTIFICATION TO ACCURACY OF PROPOSAL**

Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a Proposal to do the work, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Vice President of Bel Air Maintenance, Inc., the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT FORM 8  
CERTIFICATION TO ACCURACY OF PROPOSAL  
(CONTINUED)**

*Jason Lawrence*  
Signature (Blue ink only)

Jason Lawrence  
Print Name

Vice President  
Title

3/14/15  
Date

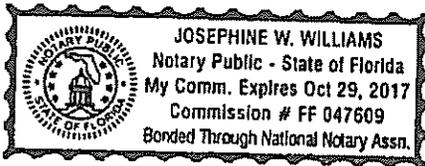
STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 16 day of March,  
2015, by Jason Lawrence as Vice President  
(name of person acknowledging) (title)  
for Bel Air Maintenance, Inc.  
(company name)

Personally known to me \_\_\_\_\_ or has produced Identification , type of identification  
produced Florida State License.

(NOTARY SEAL HERE)

*Josephine W. Williams*  
SIGNATURE OF NOTARY PUBLIC  
PRINT, TYPE/STAMP NAME OF NOTARY



**AGREEMENT FORM 9  
PROPOSAL BOND**



**Official Check**

64-79/611

0737816643

**Fraud Protected**  
by Positive Pay

Purchaser  
**BEL AIR MAINTENANCE, INC.**

Date  
1885376e) 6074186ter

**PAY**  
\*\*\*\*\$10,000.00\*\*\*\*

Mar. 16, 2015  
\$  
\*\*10,000.00\*\*

To the Order of  
**\*\*CITY OF WESTON\*\***

SunTrust Banks, Inc. by Its Authorized Agent  
SunTrust Bank



Payable at SunTrust Bank

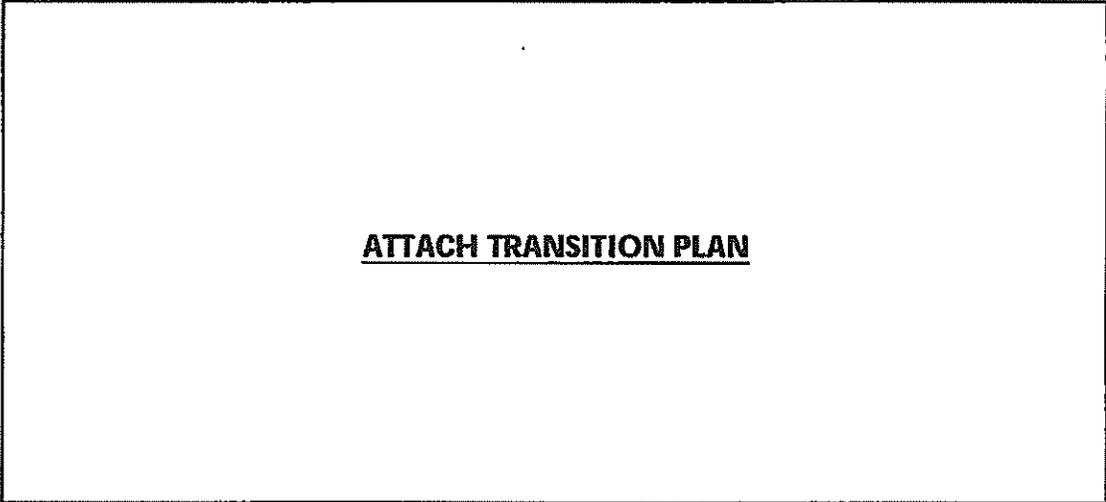
For: **RFP 2015-04**

Authorized Signature

⑈0737816643⑈ ⑆061100790⑆ 7019019996⑈

**AGREEMENT FORM 10  
TRANSITION PLAN**

See pages 81a and 81b - following.



**ATTACH TRANSITION PLAN**

# TRANSITION PLAN

## **Transition Plan for City Hall, Public Works, Community Center, and Administration Building:**

Bel Air Maintenance, Inc. has been providing custodial services to The City of Weston for fourteen (14) years. Those services have entailed cleaning all three current main facilities since the opening of each.

We currently have two separate cleaning crews for after-hours cleaning at City Hall, Public Works, and the Community Center. If awarded this contract we will keep those same crews in place and add the cleaning of The Administration Building to the duties of the crew that is currently cleaning City Hall.

As the Administration Building is a new facility, when the building is open and cleaning commences, owners/management will work side by side with the cleaning crew to ensure that the Administration Building is cleaned according to the same high standards of cleaning that is currently provided at City Hall.

- All cleanings will take place after hours unless otherwise requested by city staff.
- Weekly, monthly, and quarterly extras such as dusting, window, floor, and carpet cleaning will be scheduled accordingly.
- Paper and soap products will be monitored and ordered accordingly. Extra products will be stored at each facility as backup.
- The owners of Bel Air will be supervising the cleaning and will be available 24 hours a day to rectify any issues or situations that occur throughout the day.

## **Transition Plan for Park Bathrooms / Sports Rooms:**

At different times throughout the past fourteen (14) years we have cleaned all of these bathrooms for various landscaping companies. Based on our past experience, we have created the following transition plan:

### Monday – Friday:

A.M. – 1<sup>st</sup> Clean: We will have two separate crews cleaning all park bathrooms in a timely manner.

P.M. – 2<sup>nd</sup> Clean: We will have one crew returning to all parks to clean all bathrooms. The weekday crews will also be responsible for weekly/monthly extra cleaning such as dusting.

### Saturday/Sunday:

A.M. – 1<sup>st</sup> Clean: We will have two separate crews cleaning all park bathrooms in timely manner.

A.M./ P.M. – 2<sup>nd</sup> Clean: We will have two separate crews cleaning all park bathrooms in a timely manner.

P.M. – 3<sup>rd</sup> Clean: We will have two separate crews cleaning all park bathrooms in a timely manner.

The 2nd cleanings will be split between the A.M. and P. M. crews.

- Bel Air Maintenance will have staff available for additional cleanings if required.
- Paper and soap products will be monitored and ordered accordingly. Extra products will be stored at or near each facility as backup.
- The owners of Bel Air will supervise cleaning and be available 24 hours a day to rectify any issues or situations that occur throughout the day.

**Transition Plan for Tot Lots:**

Disinfecting of Tot Lots is completed during the first part of the month. This will continue. The Bel Air staff member that currently disinfects the tot lots will continue to complete the process.

**Transition Plan for Bus Shelters:**

The Bel Air staff member that currently cleans the Bus Shelters will continue to complete the process.

- Bel Air Maintenance staff will complete quarterly pressure cleaning of these Bus Stops. This crew has completed this pressure cleaning multiple times in the past.

## AGREEMENT FORM 11A-1 CONTRACTOR'S PRICING PROPOSAL

The CONTRACTOR offers the following for providing all labor, materials, equipment, etc. to perform Custodial Services in accordance with the scope of work.

#	Name	Address	Description of Buildings/Facilities	Qty	Approx. Square Footage	Monthly Cost (each)	Annual Cost (Qty*monthly*12)
1	City Hall	17200 Royal Palm Boulevard	One story, executive offices & commission chambers.	1	14,400	\$ 3,600.	\$ 43,200.
2	Administrative Services Center	17300 Royal Palm Boulevard	Three story, administrative offices and Building Department.	1	24,000	\$ 4,300.	\$ 51,600.
3	Public Works Services Center	2599 South Post Road	One story concrete building, admin offices, records storage, equipment bays.	1	12,000	\$ 2,900.	\$ 34,800.
4	Community Center	20200 Saddle Club Road	One story building, admin offices, multi-purpose rooms.	1	7,750	\$ 3,500.	\$ 42,000.
5	Soccer Building, Regional Park	20200 Saddle Club Road	Multipurpose room and restroom	1	1000	\$ 360.	\$ 4,320.
6	Regional Park Maintenance Building (A/C area only)	20200 Saddle Club Road	Office area, restrooms & kitchen	1	500	\$ 275.	\$ 3,300.
7	Regional Park Restrooms-A	20200 Saddle Club Road	Park restroom building	2	616	\$ 2,912.	\$ 34,944.
8	Regional Park Restroom-B	20200 Saddle Club Road	Park restroom building	3	400	\$ 2,912.	\$ 34,944.
9	Regional Park Restroom-C	20200 Saddle Club Road	Park restroom building	1	550	\$ 971.	\$ 11,652.
10	Emerald Estates Park	16400 Emerald Park Circle	Park restroom building	1	340	\$ 750.	\$ 9,000.
11	Gator Run Park	1101 Glades Parkway	Park restroom building	1	550	\$ 650.	\$ 7,800.
12	Tequesta Trace Park Restroom - B1	600 Indian Trace	Park restroom building	1	510	\$ 1,475.	\$ 17,700.
13	Tequesta Trace Park Restroom - B2	600 Indian Trace	Park restroom building	1	375	\$ 1,475.	\$ 17,700.
14	Tequesta Trace Park Restroom - B3	600 Indian Trace	Park restroom building	1	475	\$1,475.	\$ 17,700.

#	Name	Address	Description of Buildings/Facilities	Qty	Approx. Square Footage	Monthly Cost (each)	Annual Cost (Qty*monthly*12)
15	Football Building, Tequesta Trace Park	600 Indian Trace	Football Program Building	1	500	\$ 165.	\$ 1,980.
16	Vista Park	18700 Vista Park Boulevard	Park restroom building	2	300	\$ 3,164.	\$ 37,968.
17	Library Park	4255 Bonaventure Blvd.	Park restroom building	1	440	\$ 205.	\$ 2,460.
18	Town Center Park	1675 Market Street	Park restroom building	1	500	\$ 90.	\$ 1,080.
19	Bus Shelter (each)	Various location on Weston Rd	Metal & Glass Bus Stop Shelters	16	n/a	\$ 1,233.	\$ 14,796
20	City Playground	Various locations	Outdoor Playground Facilities in City Parks	LS	n/a	\$ 500.	\$ 6,000.
<b>Grand Total (Items 1 through 20)</b>							<b>\$ 394,944.</b>

## AGREEMENT FORM 11A-2 CONTRACTOR'S PRICING PROPOSAL

Contractor shall provide prices for the following Additional Services that may be required on as needed basis.

Item	Description	Cost
A	Service Cleaning for Regional Park Restroom Building Type A, per cleaning:	\$ 39.00
B	Service Cleaning for Regional Park Restroom Building Type B, per cleaning:	\$ 39.00
C	Service Cleaning for Regional Park Restroom Building Type C, per cleaning:	\$ 39.00
D	Service Cleaning for Tequesta Park Restroom Building Type B-1 per cleaning:	\$ 39.00
E	Service Cleaning for Tequesta Park Restroom Building Type B-2 per cleaning:	\$ 39.00
F	Service Cleaning for Tequesta Park Restroom Building Type B- 3 per cleaning:	\$ 39.00
G	Service Cleaning for Vista Park Restroom Building per cleaning:	\$ 39.00
H	Provide on-site staff and supplies for restroom cleaning at Town Center Park for planned Special Events, Cost per hour:	\$ 39.00
I	Provide general custodial services for un-planned and emergency requests (2 hour minimum response time), Custodian Worker Cost per hour:	\$ 39.00
J	Provide general custodial services for un-planned and emergency requests (2 hour minimum response time), Custodian Supervisor Cost per hour:	\$ 45.00
K	Provide exterior window washing service for multi-story Administrative Services Building above and beyond scheduled cleaning, Response in 48 hours from notification. Cost per service:	\$750.00

**AGREEMENT FORM 11B  
CONTRACTOR'S SUB-CONTRACTOR'S LIST**

CONTRACTORS shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

<b>Item#</b>	<b>Sub-Contractor Company Name and Employer Identification Number</b>	<b>Work to be Performed</b>
<b>1</b>	Next Generation Cleaning Services, Inc. EIN: 45-5159813	Floor care; ie carpets and tile
<b>2</b>		
<b>3</b>		

**SECTION 11 – AGREEMENT FORMS: SUPPLEMENTAL FORMS**

The forms located in this section of the Agreement shall be submitted by the successful Proposer after the award of the Agreement (at the time specified herein).

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT FORM 12  
CERTIFICATE OF INSURANCE**

**ATTACH CERTIFICATE OF INSURANCE HERE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/12/2015

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

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

PRODUCER	TMK RISK MANAGEMENT INC DBA KALLMAN INSURANCE AGENCY PO BOX 266736 WESTON FL 33326	CONTACT NAME ALISON KALLMAN	PHONE (A/C, No, Ext): 954 389 5897	FAX (A/C, No): 954 389 6661
		E-MAIL ADDRESS: AKALLMAN@TMKRISK.COM	INSURER(S) AFFORDING COVERAGE	
INSURED	BEL AIR MAINTENANCE INC. PO BOX 266284 WESTON, FLORIDA 33326	INSURER A: ADMIRAL INSURANCE COMPANY	NAIC # 24856	
		INSURER B: HISCOX INSURANCE COMPANY INC	10200	
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES      CERTIFICATE NUMBER: 102316      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	FEI-ECC-21526-00	5/7/2015	5/7/2016	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000	
	AUTOMOBILE LIABILITY							PRODUCTS - COM/OP AGG \$ 5,000,000
	ANY AUTO ALL OWNED AUTOS			SCHEDULED AUTOS NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident) \$	
	HIRED AUTOS						BODILY INJURY (Per person) \$	
	UMBRELLA LIAB			OCCUR			BODILY INJURY (Per accident) \$	
	EXCESS LIAB			CLAIMS-MADE			PROPERTY DAMAGE (Per accident) \$	
DED			RETENTION \$			\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							EACH OCCURRENCE \$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A							AGGREGATE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS \$	
DESCRIPTION OF OPERATIONS below							OTH-ER \$	
B	CRIME			UC2157926815	5/12/2015	5/12/2016	E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
							CLIENTS PROPERTY \$500,000	

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

GENERAL LIABILITY COVERAGE INCLUDES THE CERTIFICATE HOLDER AS ADDITIONAL INSURED, BUT ONLY IN RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OR ACTIVITIES OF THE NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE POLICY TERMS AND CONDITIONS. GENERAL LIABILITY COVERAGE INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER, BUT ONLY IN RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OR ACTIVITIES OF THE NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER      CANCELLATION

THE CITY OF WESTON 17200 ROYAL PALM BOULEVARD WESTON, FL 33326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Thomas M. Kallman</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

C & C INSURANCE INC  
 PO BOX 824024  
 S FLORIDA, FL 33082  
 1-954-431-2008

**PROGRESSIVE®**

**Policy number: 02434298-1**

Underwritten by:  
 PROGRESSIVE EXPRESS INS COMPANY  
 May 6, 2015  
 Page 1 of 2

## Certificate of Insurance

Certificate Holder	Insured	Agent
CITY OF WESTON 17200 ROYAL PALM BLVD WESTON, FL 33326	BEL AIR MAINTENANCE, INC 2648 GRIFFIN ROAD FT LAUDERDALE, FL 33312	C & C INSURANCE INC PO BOX 824024 S FLORIDA, FL 33082

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$500,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSD & RELATIVE
ANY AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

Policy Effective Date: Oct 4, 2014

Policy Expiration Date: Oct 4, 2015

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2006 CHEVROLET EXPRESS G2500 1GCGG25V561194392	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
2004 FORD F250 1FTNF20P54EE07091	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
2014 CHEVROLET SILVERADO C1500 3GCPCEH7EG355375	
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
1997 CHEVROLET C3500/K3500 1GCGC34R1VF054606	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
2004 FORD F250 1FTNF20L44EE00839	
MEDICAL PAYMENTS	\$5,000
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED

Policy number: 02434298-1

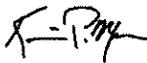
Page 2 of 2

2002 SUNCO TRAILER 1S90010262T303574		Stated Amount	\$4,000
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		
2008 WATERDOG TRAILER 17XFJ102X81081690		Stated Amount	\$5,000
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		
2013 HOMEMADE TRAILER NOVINO201002648		Stated Amount	\$5,000
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		
2004 FORD F450 SUPER DUTY 1FDXF47P04EA33625		Stated Amount	\$20,000
MEDICAL PAYMENTS	\$5,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
2008 CHEVROLET SILVERADO C1500 2GCEK13M081125827		Stated Amount	\$19,000
MEDICAL PAYMENTS	\$5,000		
COMPREHENSIVE	\$500 DED		
COLLISION	\$500 DED		
1993 FORD F250 1FTHF25H5PNA20110			
MEDICAL PAYMENTS	\$5,000		
FIRE AND THEFT W/ CAC	\$500 DED		
COLLISION	\$500 DED		

**Certificate number**

12615NET298

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



Form 5241 (10/02)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2015

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

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

<b>PRODUCER</b> W.F. Roemer Insurance 4752 W. Commercial Blvd Fort Lauderdale FL 33319	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 954-731-5566		<b>FAX (A/C, No):</b> 954-731-8438
	<b>E-MAIL ADDRESS:</b> wdowd@roemer-ins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Association Insurance Co.			11240
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED** BELAI-1  
Bel Air Maintenance, Inc.  
2648 Griffin Road  
Ft Lauderdale FL 33312

**COVERAGES** CERTIFICATE NUMBER: 228354176 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCV015289101	6/28/2014	6/28/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Boulevard Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

### AGREEMENT FORM 13 PERFORMANCE & PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address):

Bel Air Maintenance, Inc.  
2648 Griffin Rd.  
Dania Beach, FL 33312

**SURETY** (name and principal place of business):

International Fidelity Insurance Company  
One Newark Center, 20th floor  
Newark, NJ 07102

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326

#### AGREEMENT

Date: 5/11/2015  
Amount: \$394,944  
Description: Custodial Services  
Location: Various locations City-wide  
RFP No.: 2015-04

#### BOND

Date (not earlier than Agreement Date): 5/11/2015  
Amount: \$394,944  
Modifications to this Bond: None  See Page(s) \_\_\_\_\_

**AGREEMENT FORM 13  
PERFORMANCE & PAYMENT BOND  
(CONTINUED)**

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Chad Lawrence  
Signature

Charity Spaulding  
Signature

Chad Lawrence  
Name

CHARITY SPAULDING  
Name

President  
Title

Attorney - In - Fact  
Title

(Any additional signatures please include at the end of this form)

**FLORIDA RESIDENT AGENT**

5900 Hiatus Road, Tamarac, FL 33321  
Address

954-724-7000  
Phone

954-724-7024  
Fax

**AGREEMENT FORM 13**  
**PERFORMANCE & PAYMENT BOND**  
**(CONTINUED)**

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Agreement, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - (A) The CITY has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If the CITY, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - (B) The CITY has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after the CONTRACTOR and the Surety have received notice of such termination; and
  - (C) The CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with the CITY.
4. When the CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - (A) Arrange for the CONTRACTOR, with consent of the CITY, to perform and complete the Agreement; or

**AGREEMENT FORM 13**  
**PERFORMANCE & PAYMENT BOND**  
**(CONTINUED)**

- (B) Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or
  - (C) Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by the CITY and the CONTRACTOR selected with the CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by the CITY resulting from the CONTRACTOR's default; or
  - (D) Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to the CITY and with reasonable promptness under the circumstances:
    - 1. After investigation, determine the amount for which it may be liable to the CITY and, as soon as practicable after the amount is determined, tender payment therefore to the CITY; or
    - 2. Deny liability in whole or in part and notify the CITY citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the CITY to the Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to the CITY. If the Surety proceeds, without proper notice to the CITY, the CITY shall be entitled to enforce any remedy available to the CITY.

**AGREEMENT FORM 13**  
**PERFORMANCE & PAYMENT BOND**  
**(CONTINUED)**

6. After the CITY has terminated the CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to the CITY shall not be greater than those of the CONTRACTOR under the Agreement, and the responsibilities of the CITY to the Surety shall not be greater than those of the CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
- (A) The responsibilities of the CONTRACTOR for correction of defective work and completion of the Agreement;
  - (B) Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - (C) Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the CITY or others for obligations of the CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the CITY or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

**AGREEMENT FORM 13  
PERFORMANCE & PAYMENT BOND  
(CONTINUED)**

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the CITY or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**DEFINITIONS**

- (A) **Balance of the Agreement Price:** The total amount payable by the CITY to the CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to the CONTRACTOR of any amounts received or to be received by the CITY in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Agreement.
- (B) **Agreement:** The agreement between the CITY and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

**AGREEMENT FORM 13  
PERFORMANCE & PAYMENT BOND  
(CONTINUED)**

- (C) **CONTRACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
  
- (D) **CITY Default:** Failure of the CITY, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Chad Lawrence  
Signature

Chad Lawrence  
Name

President  
Title

**SURETY**

Charity Spaulding  
Signature

CHARITY SPAULDING  
Name

Attorney-In-Fact  
Title

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAREY A. KEYES, CHARITY H. SPAULDING, GREGORY S. MARSH

Tamarac, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of May, 2015

Assistant Secretary

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2015-48**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2015-04, A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH THE TOP RANKED PROPOSER, BEL AIR MAINTENANCE, INC., OF DANIA BEACH, FLORIDA.

WHEREAS, First, the Indian Trace Development District is a dependent special district of the City of Weston (the "City") for the purpose of exercising those rights, powers and authority contained in Chapters 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of the Indian Trace Development District; and

WHEREAS, Third, the existing Agreement between the City and Bel Air Maintenance, Inc., of Dania Beach, Florida for Custodial Services expires on June 30, 2015; and

WHEREAS, Fourth, funding for custodial services are included within the following budgets: General Fund, Transportation Fund and Indian Trace Development District Fund; and

WHEREAS, Fifth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property; and

WHEREAS, Sixth, the City prepared Request for Proposals for Custodial Services, RFP No. 2015-04 (the "RFP") that provided the proposals would be ranked on the following criteria: 1) the Contractor's past experience and performance on comparable contracts; 2) the qualifications of the Contractor's professional personnel to perform the services pursuant to the RFP documents; 3) the Contractor's estimated annual cost of service; and 4) the Contractor's financial ability to perform the services described in the Agreement; and

WHEREAS, Seventh, beginning on February 13, 2015, in compliance with Chapter 32 of the City Code, the RFP was advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and proposal documents made available for electronic download from Onvia DemandStar; and

WHEREAS, Eighth, a total of 36 sets of RFP documents were obtained by potential proposers; and

WHEREAS, Ninth, on February 26, 2015 a total of 10 potential proposers signed in and participated at the Mandatory Pre-Proposal Conference held at the City's Community Center; and

WHEREAS, Tenth, on March 4, 2015, the City issued Addendum #1; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2015-04, A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH THE TOP RANKED PROPOSER, BEL AIR MAINTENANCE, INC., OF DANIA BEACH, FLORIDA.

WHEREAS, Eleventh, on March 6, 2015, the City issued Addendum #2; and

WHEREAS, Twelfth, on March 12, 2015, the City issued Addendum #3; and

WHEREAS, Thirteenth, on March 17, 2015, the proposals were due and opened by the City, and yielded proposals from the following Contractors: United States Service Industries, Inc., of Bethesda, Maryland; Stockton Maintenance Group, of West Palm Beach, Florida; Chi-Ada Corporation of Fort Lauderdale, Florida and Bel Air Maintenance, Inc., of Dania Beach, Florida; and

WHEREAS, Fourteenth, on April 7, 2015, the Selection Committee, consisting of Chair, David E. Keller, Assistant City Manager/CFO; Denise Barrett-Miller, Director of Communications; Bryan Cahen, Director of Budget; and Thaddeus Bielecki, Director of Landscaping, Alternate Selection Committee member, met at a publicly noticed meeting (with notice sent to all of the proposers) where representatives of the following proposers were present: Stockton Maintenance Group, of West Palm Beach, Florida and Bel Air Maintenance, Inc., of Dania Beach, Florida, to determine the responsiveness and the responsibility of the proposals received and to rank all proposals which were deemed both responsive and responsible; and

WHEREAS, Fifteenth, the Selection Committee deemed Unites States Service Industries, Inc., of Bethesda, Maryland a non-responsible proposer and Chi-Ada Corporation, of Fort Lauderdale, Florida as a non-responsive proposer, and deemed the other proposers to be responsive and responsible; and

WHEREAS, Sixteenth, the Selection Committee ranked Bel Air Maintenance, Inc., of Dania Beach, Florida, number 1 and Stockton Maintenance Group, of West Palm Beach, Florida, number 2; and

WHEREAS, Seventeenth, the City Commission desires to accept and ratify the rankings of the Selection Committee; and

WHEREAS, Eighteenth, the City Commission finds it in the best interest of the residents of the City to award and approve an Agreement for Custodial Services to Bel Air Maintenance, Inc., of Dania Beach, Florida, the top ranked proposer.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The rankings of the Selection Committee for RFP No. 2015-04, Custodial Services, are accepted and ratified.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE SELECTION COMMITTEE PURSUANT TO RFP NO. 2015-04, A REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH THE TOP RANKED PROPOSER, BEL AIR MAINTENANCE, INC., OF DANIA BEACH, FLORIDA.

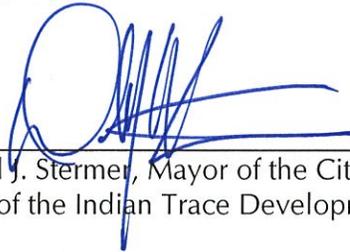
Section 3: The Agreement for Custodial Services is awarded to Bel Air Maintenance, Inc., of Dania Beach, Florida, the top ranked proposer, as provided in RFP No. 2015-04, for the term commencing on the date that the Agreement is fully executed and terminating on March 31, 2018.

Section 4: The Agreement for Custodial Services with Bel Air Maintenance, Inc., of Dania Beach, Florida, the top ranked proposer, is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 5: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 6: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, this 20<sup>th</sup> day of April 2015.



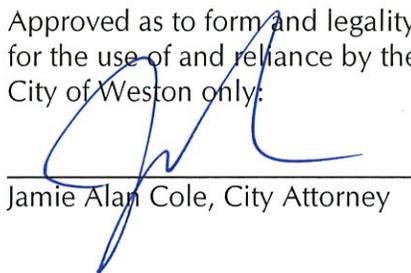
\_\_\_\_\_  
Daniel J. Stermer, Mayor of the City of Weston  
Chair of the Indian Trace Development District

ATTEST:



\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:



\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Abstained</u>
Commissioner Gomez	<u>Yes</u>
Mayor Stermer	<u>Yes</u>



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Park Aquatic Area Maintenance Services

**Date:** July 26, 2016

---

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to waive the competitive bidding process in accordance with Section 5.d. of the Town's Procurement Ordinance 12-142 and award a contract to DeAngelo Brothers, LLC d/b/a Aquagenix ("Aquagenix"). The initial term is three (3) years with two (2) 12-month renewal options; the annual contract amount for routine services is \$17,500 for a total of \$87,500 over the five year period. Pricing under an additional services menu would be available on an as-needed basis in an amount not to exceed budgeted funds.

### **Background:**

Over the years, there has been a growing need at our park locations to provide a higher level of maintenance service to keep the aquatic areas abutting several of our park locations under Town ownership clean and debris-free. While the Town has addressed this on an ongoing, as needed basis at several park locations, it is recommended that a regular, monthly aquatic management program be put in place to properly manage the maintenance of these areas.

As a result the Town of Miami Lakes ("Town") issued ITB ("Invitation to Bid") No. 2016-32 Canal System and Park Aquatic Maintenance Services with the intention of establishing an integrated program of waterway management and maintenance services for the Town's canal system and park aquatic areas for four (4) canals and twelve (12) parks. Bid pricing was divided into the following groups: Canal system embankment/slope mowing (Group "A"), canal system above surface aesthetic debris removal (Group "B"), and park aquatic management services for the water area abutting Town parks, to include aesthetic above surface debris removal, algae and aquatic weed control, border grass and brush control to

water's edge, water testing, bacteria testing, aquatics consulting, management reporting, and biological control agent permit applications (Group "C"). The parks outlined in the attachment under Group "C" for a monthly maintenance program have been identified as highly visible Town owned areas that have had recurring issues with aquatic maintenance. Those parks

listed in the attachment for additional, as needed services are those parks that are less visible but need services from time to time.

Three (3) responsive bids were received. Upon review of the lowest base bid price as provided by SFM, staff determined that their price for Group "C" – Park Aquatic Management Services is substantially higher than what we presently have budgeted and what we currently pay on a month to month basis for these services at designated locations. As such, I recommended award of only Groups "A" and "B" to SFM as approved via Resolution No. 16-1380 at the June 6, 2016 Council Meeting.

In an effort to determine how to best proceed with securing services for Group "C", staff evaluated the bid prices submitted and conducted market research. The market research confirmed that there are a limited number of qualified vendors providing park aquatic management services and the majority of landscape and grounds maintenance companies subcontract the service to companies which provide such specialized services – thus resulting in higher prices. Aquagenix provides these specialized services and is familiar with the Town's locations and frequencies. They have provided satisfactory services at several of our park locations over the years. The other local competitors have stated that their volume of work is currently too high to take on additional contracts. Based on market conditions, the Town does not expect to receive additional bidders should a new bid be issued.

Aquagenix has stated they plan to honor their bid price with only slight increases to account for mobilization as their initial bid prices assumed additional service disciplines from the other Groups which are now covered under SFM.

Based on the above, I am recommending contract award to Aquagenix for Group "C" – Park Aquatic Management Services with an additional services menu to provide as needed services in other areas that may need periodic services. The initial contract term is three (3) years and the Town Manager may opt to renew the contract for two (2) additional 12-month periods for a total possible contract length of five (5) years. The contract will also include a performance management component which may result in the assessment of penalties and/or contract termination if the contract fails to perform a specification or does not remedy a failure within a 24 hour grace period.

### **Attachments:**

**Contract No. 2016-39 Park Aquatic Area Maintenance Services**

**ITB 2016-32 Tabulation**

**Resolution - Awarding Contract - Park Aquatic**

**RESOLUTION NO. 16-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED THE CONTRACT FOR PARK AQUATIC AREA MAINTENANCE SERVICES BETWEEN DEANGELO BROTHERS, LLC DBA AQUAGENIX, INC. AND THE TOWN OF MIAMI LAKES IN THE ANNUAL AMOUNT OF \$17,500 BY WAIVING THE COMPETITIVE PROCUREMENT BIDDING PROCESS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY 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; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 5(d) of the Town of Miami Lakes Ordinance 12-142 (“the Town’s Procurement Ordinance”) authorizes the Town Manager to request authorization from the Town Council to waive the requirements of this Section 5 of the Town’s Procurement Ordinance where the Town Manager has made a written recommendation where, based on specific circumstances, it is not practical to comply with the requirements of Section 5 of the Town’s Procurement Ordinance for a specific solicitation; and

**WHEREAS**, on April 21, 2016 the Town of Miami Lakes (“the Town”) issued an Invitation to Bid (“ITB”) No. 2016-32 for Canal System and Park Aquatic Area Maintenance Services with three pricing groups as they relate to canal system mowing (Group “A”), canal system above surface debris removal (Group “B”) and park aquatic area maintenance services (Group “C”); and

**WHEREAS**, upon staff review of the lowest responsive bid, it was determined that the pricing for Group “C” park aquatic management services would exceed funds presently budgeted as it is exponentially higher than our current costs for such services; and

**WHEREAS**, the Town Council in June 2016 authorized the Town Manager via Resolution No. 16-1380 award of only Groups “A” and “B” to SFM Services, Inc.; and

**WHEREAS**, being that other local competitors specialized in such services stated that their volume of work is currently too high to take on additional contracts, the Town Manager recommends a bid waiver in order to secure services with the firm presently providing these

specialized services comprised under Group “C” to the Town, DeAngelo Brothers, LLC dba Aquagenix (“Aquagenix”), using the pricing provided in Bid No. 2016-32 as a basis with slight increases to account for mobilization; and

**WHEREAS**, the initial contract term is three (3) years with two (2) 12-month renewal options; and

**WHEREAS**, the routine services to be provided under this agreement “Contract No. 2016-39” by Aquagenix annually cost \$17,500 for a total of \$87,500 over the five year period with the option to provide service in additional locations on an as-needed basis in an amount not to exceed budgeted funds; and

**WHEREAS**, the Town Council approves of the Town Manager’s recommendation, authorizes a waiver of the requirements of Section 5 of the Town’s Procurement Ordinance as it pertains to the award of Park Aquatic Area Maintenance Services, and authorizes the Town Manager to enter into a contract with Aquagenix for said project in accordance with the Section 5 (D) of the Town’s Procurement Ordinance.

**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 contract 2016-39 to DeAngelo Brothers, LLC dba Aquagenix for routine services in an amount not to exceed \$17,500 annually for a total of \$87,500 over the five year period with the option to provide service in additional locations on an as-needed basis in an amount not to exceed budgeted funds, in substantially the form attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract with DeAngelo Brothers, LLC dba Aquagenix.

**Section 4. Execution of the Contract.** The Town Manager is authorized to execute the Contract with DeAngelo Brothers, LLC dba Aquagenix for Park Aquatic Area Maintenance Services on behalf of the Town in substantially the form attached hereto as Exhibit A, to

execute any required agreements and/or documents to implement the terms and conditions of the Contract, subject to the approval as to form and legality by the Town Attorney.

**Section 5. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract with DeAngelo Brothers, LLC dba Aquagenix.

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr. \_\_\_\_\_

Vice Mayor Tim Daubert \_\_\_\_\_

Councilmember Manny Cid \_\_\_\_\_

Councilmember Tony Lama \_\_\_\_\_

Councilmember Ceasar Mestre \_\_\_\_\_

Councilmember Frank Mingo \_\_\_\_\_

Councilmember Nelson Rodriguez \_\_\_\_\_

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
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

**DeAngelo Brothers, LLC dba Aquagenix**

for

**Park Aquatic Area Maintenance Services**

**Base Bid Groups A + B + C**

**GROUP A- Canal Slope Mowing Services**

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	SFM		Scientia Environmental		Aquagenix	
				Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
A-1	Red Road Canal	9 Times per year	EA	\$ 1,004.50	\$ 9,040.50	\$ 2,308.68	\$ 20,778.12	\$ 2,021.00	\$ 18,189.00
A-2	Peter's Pike Canal	9 Times per year	EA	\$ 560.00	\$ 5,040.00	\$ 1,374.32	\$ 12,368.88	\$ 970.00	\$ 8,730.00
A-3	Golden Glades Canal	9 Times per year	EA	\$ 630.00	\$ 5,670.00	\$ 1,742.40	\$ 15,681.60	\$ 1,158.00	\$ 10,422.00
A-4	Graham Dairy Canal	9 Times per year	EA	\$ 720.00	\$ 6,480.00	\$ 2,896.74	\$ 26,070.66	\$ 1,171.00	\$ 10,539.00
				\$	\$ 26,230.50	\$	\$ 74,899.26	\$	\$ 47,880.00

**GROUP B- Canal Maintenance Services- Above Surface Cleaning and Debris Removal**

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	SFM		Scientia Environmental		Aquagenix	
				Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
B-1	Red Road Canal	12 Times per year	EA	\$ 1,347.00	\$ 16,164.00	\$ 1,385.21	\$ 16,622.52	\$ 1,249.00	\$ 14,988.00
B-2	Peter's Pike Canal	12 Times per year	EA	\$ 781.00	\$ 9,372.00	\$ 824.60	\$ 9,895.20	\$ 2,264.00	\$ 27,168.00
B-3	Golden Glades Canal	12 Times per year	EA	\$ 981.00	\$ 11,772.00	\$ 1,045.44	\$ 12,545.28	\$ 3,422.00	\$ 41,064.00
B-4	Graham Dairy Canal	12 Time per year	EA	\$ 1,535.00	\$ 18,420.00	\$ 1,738.00	\$ 20,856.00	\$ 1,250.00	\$ 15,000.00
				\$	\$ 55,728.00	\$	\$ 59,919.00	\$	\$ 98,220.00

**GROUP C- Park Aquatic Management Services**

Bid Item No.	PARK NAME	Location	Estimated Quantity	Unit	SFM		Scientia Environmental		Aquagenix	
					Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
C-1	P21	6890 White Oak DR	12 Times per year	EA	\$ 339.10	\$ 4,069.20	\$ 678.20	\$ 8,138.40	\$ 190.00	\$ 2,280.00
C-2	P44	6640 Ludlam Dr	12 Times per year	EA	\$ 100.00	\$ 1,200.00	\$ 155.30	\$ 1,863.60	\$ 64.00	\$ 768.00
C-3	P74E	15690 Bull Run Rd	12 Times per year	EA	\$ 1,144.85	\$ 13,738.20	\$ 2,289.70	\$ 27,476.40	\$ 84.00	\$ 1,008.00
C-4	P51	6970 Lochness Dr	12 Times per year	EA	\$ 1,025.40	\$ 12,304.80	\$ 2,050.40	\$ 24,604.80	\$ 236.00	\$ 2,832.00
C-5	P52	6700 Lochness Dr	12 Times per year	EA	\$ 463.85	\$ 5,566.20	\$ 927.70	\$ 11,132.40	\$ 145.00	\$ 1,740.00
C-6	MLOP	6411 NW 162 St	12 Times per year	EA	\$ 1,121.15	\$ 13,453.80	\$ 2,242.30	\$ 26,907.60	\$ 92.00	\$ 1,104.00
C-7	P80	14952 Rednock Ln	12 Times per year	EA	\$ 100.00	\$ 1,200.00	\$ 161.60	\$ 1,939.20	\$ 35.00	\$ 420.00
C-8	P67	8560 Menteith Ter	12 Times per year	EA	\$ 193.15	\$ 2,317.80	\$ 386.30	\$ 4,635.60	\$ 78.00	\$ 936.00
C-9	P66	15132 Menteith Pl	12 Times per year	EA	\$ 194.75	\$ 2,337.00	\$ 389.50	\$ 4,674.00	\$ 50.00	\$ 600.00
C-10	P32	7320 Twin Sabal Dr	12 Times per year	EA	\$ 698.80	\$ 8,385.60	\$ 1,397.60	\$ 16,771.20	\$ 75.00	\$ 900.00
C-11	P8	14105 Lake Childs Ct	12 Times per year	EA	\$ 306.20	\$ 3,674.40	\$ 612.40	\$ 7,348.80	\$ 64.00	\$ 768.00
C-12	P82	14708 Breckness PL	12 Times per year	EA	\$ 100.00	\$ 1,200.00	\$ 103.80	\$ 1,245.60	\$ 35.00	\$ 420.00
				\$	\$ 69,447.00	\$	\$ 136,737.60	\$	\$ 13,776.00	

<b>Total Bid Amount for Base Bid</b>	\$	\$ 151,405.50	\$	\$ 271,555.86	\$	\$ 159,876.00
--------------------------------------	----	---------------	----	---------------	----	---------------

**Additional Services Menu**

**GROUP D- Canal Culvert Cleaning Below Water**

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	SFM		Scientia Environmental		Aquagenix	
				Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
OD-1	Red Road Canal	4 Times per year	EA	\$ 3,360.00	\$ 13,440.00	NB		\$ 1,400.00	\$ 5,600.00
OD-2	Peter's Pike Canal	4 Times per year	EA	\$ 1,008.00	\$ 4,032.00	NB		\$ 350.00	\$ 1,400.00
OD-3	Golden Glades Canal	4 Times per year	EA	\$ 1,820.00	\$ 7,280.00	NB		\$ 700.00	\$ 2,800.00
OD-4	Graham Dairy Canal	4 Times per year	EA	\$ -	\$ -	NB		\$ -	\$ -

**GROUP E- Mechanical Harvesting (Submerged, Emergent, and Bank Areas Treated)**

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	SFM		Scientia Environmental		Aquagenix	
				Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
OE-1	Red Road Canal	4 Times per year	EA	\$ 15,900.00	\$ 63,600.00	NB		\$ 2,385.00	\$ 9,540.00
OE-2	Peter's Pike Canal	4 Times per year	EA	\$ 9,465.00	\$ 37,860.00	NB		\$ 2,785.00	\$ 11,140.00
OE-3	Golden Glades Canal	4 Times per year	EA	\$ 12,400.00	\$ 49,600.00	NB		\$ 2,785.00	\$ 11,140.00
OE-4	Graham Dairy Canal	4 Times per year	EA	\$ 19,950.00	\$ 79,800.00	NB		\$ 2,388.00	\$ 9,552.00

**GROUP F- Herbicide Treatment (Submerged, Emergent, and Bank Areas Treated)**

Bid Item No.	DESCRIPTION	Estimated Quantity	Unit	SFM		Scientia Environmental		Aquagenix	
				Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
OF-1	Red Road Canal	4 times per year	EA	\$ 3,180.00	\$ 12,720.00	NB		\$ 700.00	\$ 2,800.00
OF-2	Peter's Pike Canal	4 times per year	EA	\$ 1,893.00	\$ 7,572.00	NB		\$ 2,400.00	\$ 9,600.00
OF-3	Golden Glades Canal	4 Times per year	EA	\$ 2,400.00	\$ 9,600.00	NB		\$ 2,300.00	\$ 9,200.00
OF-4	Graham Dairy Canal	4 Times per year	EA	\$ 3,990.00	\$ 15,960.00	NB		\$ 725.00	\$ 2,900.00

**GROUP G- Obstruction Removal/ Preventative Mitigation/Emergency Repair (Contingency Amount)**

Bid Item No.	DESCRIPTION	Flat Fee for On-Site Assessment Per Occurrence							
		Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
OG-1	Red Road Canal	\$ 650.00		NB		\$ 125.00			
OG-2	Peter's Pike Canal	\$ 650.00		NB		\$ 125.00			
OG-3	Golden Glades Canal	\$ 650.00		NB		\$ 125.00			
OG-4	Graham Dairy Canal	\$ 650.00		NB		\$ 125.00			

**GROUP H- Park Aquatic Management Services (Optional Sites)**

Bid Item No.	PARK NAME	Location	Estimated Quantity	Unit	SFM		Scientia Environmental		Aquagenix	
					Unit Price	Annual Value	Unit Price	Annual Value	Unit Price	Annual Value
OH-1	P83	8437 Glencairn Terr	12 Times per year	EA	\$ 100.00	\$ 1,200.00	NB		\$ 35.00	\$ 420.00
OH-2	P78	8640 Ardoch Rd	12 Times per year	EA	\$ 100.00	\$ 1,200.00	NB		\$ 35.00	\$ 420.00
OH-3	P37	14880 Dade Pine Ave	12 Times per year	EA	\$ 314.00	\$ 3,768.00	NB		\$ 76.00	\$ 912.00
OH-4	P36	7050 Miami Lakes Dr	12 Times per year	EA	\$ 420.00	\$ 5,040.00	NB		\$ 58.00	\$ 696.00
OH-5	P38	14844 Dade Pine Ave	12 Times per year	EA	\$ 243.00	\$ 2,916.00	NB		\$ 76.00	\$ 912.00
OH-6	P39	6880 Miami Lakes Dr	12 Times per year	EA	\$ 252.00	\$ 3,024.00	NB		\$ 58.00	\$ 696.00
OH-7	P45	6550 Miami Lakes Dr	12 Times per year	EA	\$ 105.00	\$ 1,260.00	NB		\$ 86.00	\$ 1,032.00
OH-8	P46	6550 Miami Lakes Dr	12 Times per year	EA	\$ 241.00	\$ 2,892.00	NB		\$ 86.00	\$ 1,032.00
OH-9	P47	6480 Miami Lakes DR	12 Times per year	EA	\$ 230.00	\$ 2,760.00	NB		\$ 74.00	\$ 888.00
OH-10	P41	15520 Turnberry Dr	12 Times per year	EA	\$ 100.00	\$ 1,200.00	NB		\$ 42.00	\$ 504.00

**Contract No. 2016-39**

**PARK AQUATIC AREA MAINTENANCE SERVICES**



**The Town of Miami Lakes Mayor and Town Councilmembers:**

**Mayor Michael A Pizzi Jr.  
Vice Mayor Timothy Daubert  
Councilmember Manny Cid  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez  
Councilmember Ceasar Mestre  
Councilmember Tony Lama**

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

# **ITB No. 2016-39**

## **Table of Contents**

Section 1: General Terms and Conditions – Page 3

Section 2: Special Terms and Conditions – Page 18

Section 3: Specifications – Page 21

Section 4: Pricing and Forms – Page 24

Exhibit "A" = Park Aquatic Maintenance Locations

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**DEFINITION OF TERMS**

**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.

**Bid Form** contains the goods or services to be purchased and must be completed and submitted with the Bid.

**Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

**Contract** means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

**Contract Documents** means the Contract as may be amended from time to time, all addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

**Contractor** means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

**Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

**Days** mean calendar days.

**MSDS** means the Material Safety Data Sheets provided by the Contractor for the chemicals used under the Contract

**Notice of Award** means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

**Notice to Proceed** means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.

**Request For Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall 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.

**Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

**Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.

**Town** means the Town Council of the Town of Miami Lakes or the Town Manager, if applicable.

**Town Commission** means the legislative body of the Town of Miami Lakes.

**Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

**Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Contract Documents for the Contractor to fulfill its obligations, under the Contract Documents.

**1.1 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the ITB the work to be provided, in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials 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. 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 has no duties other than those duties and obligations expressly set forth within the Contract.

**1.2 TIME IS OF THE ESSENCE**

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract.

**1.3 NOTICES**

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

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)  
(305) 364-6100

Christina Semeraro  
Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[semeraroc@miamilakes-fl.gov](mailto:semeraroc@miamilakes-fl.gov)  
(305) 364-6100

For Contractor:

Mr. Anthony Villedrouin, Business Manager  
DeAngelo Brothers, LLC t/a Aquagenix  
1460 SW 3<sup>rd</sup> Street  
Pompano Beach, FL 33069  
[jjones@dbiservices.com](mailto:jjones@dbiservices.com)

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

#### **1.4 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

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

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

#### **1.5 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 must 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.

## 1.6 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 must 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. The policies must include:

  - a. Waiver of subrogation
  - b. Statutory State of Florida
  - c. Limit of Liability
- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance 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 \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- d. Commercial General Liability ("CGL"):** This insurance 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 \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, 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.

- a. Products and/or Completed Operations for contracts with an Aggregate Limit of \$300,000 for the term of the Contract. 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.
- b. Personal and Advertising Injury with an aggregate limit of \$300,000.
- c. CGL Required Endorsements
  - Employees included as insured
  - Contingent Liability/Independent Contractors Coverage
  - Contractual Liability
  - Waiver of Subrogation
  - Premises and/or Operations
  - Loading and Unloading

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

- e. **Certificate of Insurance:** Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.
- f. **Additional Insured:** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

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

#### **1.7 CONTRACTOR RESPONSIBILITIES**

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

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

The Contractor agrees to 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 as necessary to perform the Work, in a competent and professional manner.

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, shall 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.

**1.8 RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of the 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.

**1.9 METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, 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 Contract Documents shall be made upon that basis.

**1.10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with the Work 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 (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor

**1.11 SAFETY PRECAUTIONS**

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

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

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

The Contractor shall 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 Contract duration.

**1.12 LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor shall 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,

**1.13 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. The Town may require the repair or replacement of equipment as reasonably necessary.

**1.14 SUPERVISION OF THE WORK**

Contractor shall have competent English speaking supervisor who shall represent Contractor and all directions given to the supervisor shall 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 shall give efficient supervision to the Work, using its best skill and attention.

**1.15 SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents shall create 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. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

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

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

**1.16 INSPECTION OF THE WORK**

The Town Manager or designee, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall 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 shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the appropriate representatives of the Town, PERA, or other entities can be present for such testing. All testing reports are to be sent directly to the Town Manager or designee by the testing firm, with a copy to the Contractor.

**1.17 NON-COMPLIANT WORK**

The Town Manager or designee shall have the authority to reject or disapprove Work that is not in compliance with the requirements of the Contract. If required Contractor shall promptly either correct all non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.

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

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

**1.18 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 shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall 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.

**1.19 TAXES**

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

**1.20 CHANGE ORDERS**

Without invalidating the Contract Documents the Town reserves and has the right, from time to time, to make changes to the Contract, 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. 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.

**1.21 REMOVAL OF UNSATISFACTORY PERSONNEL**

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 shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

**1.22 CLAIMS, DISPUTES AND MEDIATION**

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

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work. Should the initial efforts at resolution not end in a mutual resolution then the Contractor must notify in writing the Procurement Manager identified in Article 1.3, Notices, of the claim or dispute

The Contractor must submit its claim or dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 1.3, Notices. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding. Any dispute of the Town Manager's determination must be received within fourteen (14) Days after the decision is issued. The dispute then will be submitted to non-binding arbitration to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article. This process must be followed prior to instituting any lawsuit.

**1.23 CONTINUING THE WORK**

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

**1.24 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 shall be responsible for all direct or indirect costs associated with termination or cancellation.

**1.25 STOP WORK ORDER**

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

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.28, Termination for Convenience.

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

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

**1.26 CLEANING UP; TOWN'S RIGHT TO CLEAN UP**

Contractor shall at all times keep the Work site(s) free from accumulation of waste materials or rubbish caused by its operations. At the completion of a Work at a work site(s), Contractor shall remove all its waste materials and rubbish from and about the site as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred shall be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

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

### **1.27 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:

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

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

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

### **1.28 CONTRACTOR DEFAULT**

#### **a. Event of Default**

An event of default will mean 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, will include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- 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;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;
- The Contractor has failed in the representation of any warranties stated herein;
- The Contractor has failed to comply with the requirements of the contract;
- The Contractor has failed to deliver the Signage in the timeframe established in the Contract or as may be extended by the Contract;
- 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.

**1.28 TERMINATION FOR CONVENIENCE**

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

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

- Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- 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;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town’s liability under the Contract; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation 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, 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.

**1.29 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall

not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

**1.30 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.

**1.31 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

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 Contact. Contractor must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**1.32 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.

**1.33 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.

**1.34 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.

Any transference 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.

**1.35 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.

**1.36 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 must diligently render to the Town any and all assistance which the Town may require of the Contractor.

**1.37 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of Town 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.

**1.38 ACCESS TO AND REVIEW 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.

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 records associated with this Contract for a period of five (5) years from the date of termination.

**1.39 ROYALTIES AND PATENTS**

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

**1.40 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 must be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

**1.41 CONTRACT EXTENSION**

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

**1.42 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.

**1.43 NON-EXCLUSIVE CONTRACT**

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

**1.44 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 will be made within seven (7) calendar days after the finding by the Court becomes final.

**1.45 CONTRACT DOCUMENTS CONTAINS ALL TERMS**

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

**1.46 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 properly executed in accordance with this Contract. Waiver by the Town 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.

**1.47 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 provided 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.

**END OF SECTION**

**SECTION 2**  
**SPECIAL TERMS AND CONDITIONS**

**2.1 SCOPE OF WORK**

Provide all labor, materials, equipment, and supervision required to perform an integrated program of waterway management and maintenance for the Town's park aquatic areas for twenty-two (22) parks within the Town. The Work shall include park aquatic area complete aquatic management services, to include but not limited to, aesthetic above surface debris removal, algae and aquatic weed control, border grass and brush control to water's edge, water testing, bacteria testing, aquatics consulting, management reporting, and biological control agent permit applications as specified in the Contract Documents for the following parks:

Parks: P83-8437 Glencairn Terr; P78-8640 Ardoch Rd; P82-14708 Breckness Pl; P80-14952 Rednock Ln; P68-8560 Menteith Ter; P66 -15132 Menteith Pl; P67 -15132 Menteith Pl; P32-7320 Twin Sabal Dr; P37-14880 Dade Pine Ave; P36-7050 Miami Lakes Dr; P38-14844 Dade Pine Ave; P39-6880 Miami Lakes Dr; P21-6890 White Oak Dr; P8-14105 Lake Childs Ct; P44-6640 Ludlam Dr; P45-6550 Miami Lakes Dr; P46-6550 Miami Lakes Dr; P47-6480 Miami Lakes Dr; P74E Pond-15690 Bull Run Rd; P41-15520 Turnberry Dr; P51-6970 Lochness Dr; P52-6700 Lochness Dr; Miami Lakes Optimist Park Marina area-6411 NW 162 ST

A park location map and park aquatic maintenance areas are included as Exhibit A.

The Contractor shall perform the Work as specified in the Specifications and Exhibits incorporated herein.

**2.2 CONTRACT TERM**

This Agreement 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.

**2.3 OPTION(S) TO RENEW**

Upon completion of the initial term of the Contract, the Town at its sole discretion shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

**2.4 HOURS FOR PERFORMING WORK**

All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 and within the hours of 9:00 am-3:30 pm.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

**2.5 COMPENSATION**

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above 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://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://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 unit prices specified in the Contract. The acceptance of payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

## **2.6 MATERIAL SAFETY DATA SHEETS**

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to the Work. Where the Contractor requests a substitution as stipulated below the Contractor shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without a MSDS being provided to and approved by the Town. The Contractor shall be responsible for notifying the Town, affected property owners and the public of any use restrictions listed on the label of the products used. Notification shall be made prior to the commencement of the work.

## **2.7 DEBRIS HAULING AND DISPOSAL**

All debris removed from the waterways 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, PERA, FDEP, and FDOT.

## **2.8 INSPECTION OF THE WORK**

The Town may, at its sole option, inspect the Work. Contractor 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.

## **2.9 SUBSTITUTIONS**

The Contractor may request the Town to approve a substitution where the specified materials are not available or to in an effort to improve the treatment of the waterways. Such requests must be submitted in writing to the Town's representative 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 shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

The Contractor must also obtain the written approval of PERA's Stormwater Utility Section for any substitution. The Town will not consider any substitution without PERA's written approval.

## **2.10 WARRANTY**

The Contractor warrants that any park herbicide treatment authorized by the Town (Treatment) utilized will be effective for a period of forty-five (45) days. Should the Town Manager determine that the Treatment has not been effective the Town Manager shall direct the Contractor to retreat the park aquatic area at no additional cost to the Town.

## **2.11 STAGING SITE**

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Work. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

## **2.12 PERA PERMITS AND APPROVALS**

Upon execution of the Contract the Contractor shall contact PERA's Stormwater Utility Section and obtain all required permits and approvals as applicable for Work under the Contract.

Some of the PERA approved herbicides have been identified in Section 3 for use in the treatment of the waterways. However, the use of these or any other chemicals for treatment are subject to EPA guidelines and PERA approval. PERA and EPA at times may change the chemicals approved for use and the Contractor is responsible for obtaining such approvals and should the PERA or the EPA change their list approved chemicals the Contractor shall make any required changes at no cost to the Town.

In addition to notifying the Town representative prior to the any herbicide treatment, the Contractor shall also notify PERA's Stormwater Utility Section forty-eight (48) hours in advance of performing any herbicide treatment application.

## **2.13 AQUATIC AREA MANAGEMENT PROGRAM**

Upon award of the Contract, prior to a Notice to Proceed being issued by the Town, and on an annual basis thereafter, the Contractor shall submit to the Town an written annual park aquatic management program inclusive of all areas and services under the Contract. This program shall include, but not limited to, all service frequencies and schedules, equipment to be utilized, and scheduled inspection frequencies. The Town reserves the right to make changes to the program as needed.

## **2.14 PERFORMANCE MEASUREMENT AND REPORTING**

Concurrent with monthly invoicing, the contractor will provide a monthly electronic performance report to the Town. This is to include, but not be limited to, dates of service intervals, volume of litter/debris removed from work area, number of personnel for each interval date and area, hours worked for each interval date and area, and before and after photographs.

## **2.15 PERFORMANCE MANAGEMENT**

Failure to meet the specifications set forth in the contract may result in the assessment of penalties and/or contract termination. Upon the Town providing documentation of a missed contract specification to the Contractor, there shall be a maximum twenty-four (24) hour "grace period" in which the service provider may correct the missed provision to the satisfaction of the Town unless the item is of such nature that it cannot be corrected. Documentation may consist of emailed photographs. The Town reserves the right to assess a two-hundred and fifty dollars (\$250) penalty per each and every instance where work has not been completed to contract specification and the satisfaction of the Town. Penalty fees shall be deducted from monthly invoices.

**End of Section**

**SECTION 3**  
**SPECIFICATIONS**

**3.1: Park Aquatic Area Maintenance Services**

**A. General**

The Contractor shall provide park aquatic area complete aquatic management services monthly, to include but not limited to, aesthetic above surface debris removal, algae and aquatic weed control, border grass and brush control to water’s edge, water testing, bacteria testing, aquatics consulting, management reporting, and biological control agent permit applications in the park aquatic areas designated in Exhibit A.

**B. Park Area Detail**

The following table provides the aquatic area detail for each of the parks:

<b>Park Name</b>	<b>Location</b>	<b>Aquatic Area</b>
P83	8437 Glencairn Terr	223.00
P78	8640 Ardoch Rd	1,965.00
P82	14708 Breckness PL	1,038.00
P80	14952 Rednock Ln	1,616.00
P68	8560 Menteith Ter	3,863.00
P66	15132 Menteith Pl	3,895.00
P32	7320 Twin Sabal Dr	13,976.00
P37	14880 Dade Pine Ave	6,267.00
P36	7050 Miami Lakes Dr	8,410.00
P38	14844 Dade Pine Ave	4,860.00
P39	6880 Miami Lakes Dr	5,012.00
P21	6890 White Oak DR	6,782.00
P8	14105 Lake Childs Ct	6,124.00
P44	6640 Ludlam Dr	1,553.00
P45	6550 Miami Lakes Dr	2,079.00
P46	6550 Miami Lakes Dr	4,810.00
P47	6480 Miami Lakes DR	4,584.00
P74E	15690 BULL RUN RD	22,897.00
P41	15520 TURNBERRY DR	475.00
P51	6970 Lochness Dr	20, 504
P52	6700 Lochness Dr	9,277
MLOP	6411 NW 162 ST	22, 423

**3.2 Optional Services**

To be provided on an as-needed basis – Reference established prices for Optional Sites.

**END OF SECTION**

**SECTION 4**  
**PRICING AND FORMS**

### Park Aquatic Management Services

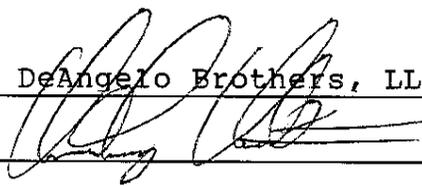
<u>Bid Item No.</u>	<u>PARK NAME</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
C-1	P21	6890 White Oak DR	12 Times per year	EA	\$ 237.50	\$ 2,850.00
C-2	P44	6640 Ludlam Dr	12 Times per year	EA	\$ 80.00	\$ 960.00
C-3	P74E	15690 Bull Run Rd	12 Times per year	EA	\$105.00	\$1,260.00
C-4	P51	6970 Lochness Dr	12 Times per year	EA	\$295.00	\$3,540.00
C-5	P52	6700 Lochness Dr	12 Times per year	EA	\$181.25	\$2,175.00
C-6	MLOP	6411 NW 162 St	12 Times per year	EA	\$115.00	\$1,380.00
C-7	P80	14952 Rednock Ln	12 Times per year	EA	\$ 43.75	\$ 525.00
C-8	P67	8560 Menteith Ter	12 Times per year	EA	\$ 97.50	\$1,170.00
C-9	P66	15132 Menteith Pl	12 Times per year	EA	\$ 62.50	\$ 750.00
C-10	P32	7320 Twin Sabal Dr	12 Times per year	EA	\$ 93.75	\$1,125.00
C-11	P8	14105 Lake Childs Ct	12 Times per year	EA	\$ 80.00	\$ 960.00
C-12	P82	14708 Breckness PL	12 Times per year	EA	\$ 43.75	\$ 525.00
<b>BID GROUP C</b>						
<b>TOTAL</b>						<b>\$17,220.00</b>

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

**Park Aquatic Management Services (Optional Sites)**

<u>Bid Item No.</u>	<u>PARK NAME</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>
OH-1	P83	8437 Glencairn Terr	As needed	EA	\$ 65.00
OH-2	P78	8640 Ardoch Rd	As needed	EA	\$ 65.00
OH-3	P37	14880 Dade Pine Ave	As needed	EA	\$115.00
OH-4	P36	7050 Miami Lakes Dr	As needed	EA	\$100.00
OH-5	P38	14844 Dade Pine Ave	As needed	EA	\$115.00
OH-6	P39	6880 Miami Lakes Dr	As needed	EA	\$100.00
OH-7	P45	6550 Miami Lakes Dr	As needed	EA	\$125.00
OH-8	P46	6550 Miami Lakes Dr	As needed	EA	\$125.00
OH-9	P47	6480 Miami Lakes DR	As needed	EA	\$115.00
OH-10	P41	15520 Turnberry Dr	As needed	EA	\$ 65.00

Firm's Name: DeAngelo Brothers, LLC dba Aquagenix

Signature: 

Printed Name/Title: Anthony Villedrouin / Business Manager

City/State/Zip: Pompano Beach, FL 33069

Telephone No.: 954-943-5118

Facsimile No.: 954-943-2994 E-Mail Address: anthony.villedrouin@dbiservices.co

Social Security No. or Federal  
I.D.No.: 23-2332783  
(if applicable)

Dun and  
Bradstreet No.: N/A

**CONTRACT EXECUTION FORM**

This Contract No. 2016-39 is made this \_\_\_ day of \_\_\_\_\_ in the year 2016 in the annual amount of \$17,220.00 (seventeen thousand two hundred and twenty) for routine services by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and DeAngelo Brothers LLC d/b/a Aquagenix, Inc.

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

Attest:

TOWN OF MIAMI LAKES

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

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

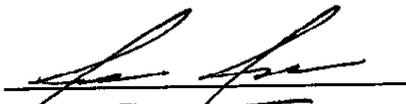
By: \_\_\_\_\_  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

DeAngelo Brothers LLC d/b/a Aquagenix, Inc.

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

By:   
Name: Jason Jones  
Title: Branch Manager

(\* In the event that the Contractor is a corporation, attached shall be 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.

**CERTIFICATION OF A JOINT ACTION BY  
UNANIMOUS CONSENT IN WRITING OF THE MANAGERS OF  
DeANGELO BROTHERS, LLC**

I, Joseph G. Ferguson, Secretary of DeAngelo Brothers, LLC, (the "Company"), hereby certify that, by unanimous consent of the Managers of the Company, the following Resolution was adopted:

**AUTHORIZATION TO SIGN CONTRACTS AND COMMITMENTS**

NOW THEREFORE BE IT RESOLVED THAT **Jason Jones** of the Aquagenix division of the Company ("Aquagenix") is hereby designated as authorized signing representative of Aquagenix and the Company, and is hereby authorized to bind Aquagenix and the Company to contracts and is hereby directed, authorized and empowered to execute, acknowledge, deliver and receive such documents, instructions, papers and electronic communications and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of executing the documents with respect to the Town of Miami Lakes, Florida, Contract #2016-39, Park Aquatic Area Maintenance Services upon the terms contained in the proposed contract to which this Certificate of Joint Action by Unanimous Consent in Writing of the Managers of DeAngelo Brothers, LLC is attached.

DATED this 18<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
JOSEPH G. FERGUSON  
Secretary



**DeANGELO BROTHERS, LLC**

---

**JOINT ACTION BY UNANIMOUS CONSENT IN WRITING  
OF THE MANAGERS**

---

**THE UNDERSIGNED**, being the managers (“Managers”) of DeAngelo Brothers, LLC, a Pennsylvania limited liability company (“Company”), hereby adopt, by this Joint Action by Unanimous Consent in Writing, in accordance with applicable provisions of the Pennsylvania Limited Liability Company Act, as amended, the following resolution with the same force and effect as if unanimously adopted at a duly convened meeting of the Managers of Company, respectively, at which a quorum was present and voting throughout:

**RESOLVED:** That **Jason Jones** of the Aquagenix division of the Company (“Aquagenix”) is hereby designated as authorized signing representative of Aquagenix and the Company, and is hereby authorized to bind Aquagenix and the Company to contracts and is hereby directed, authorized and empowered to execute, acknowledge, deliver and receive such documents, instructions, papers and electronic communications and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of executing the documents with respect to the Town of Miami Lakes, Florida, Contract #2016-39, Park Aquatic Area Maintenance Services upon the terms contained in the proposed contract to which a copy of this Joint Action by Unanimous Consent in Writing of the Managers of DeAngelo Brothers, LLC is attached.

DATED this 18<sup>th</sup> day of July, 2016.



**PAUL D. DeANGELO**  
Manager

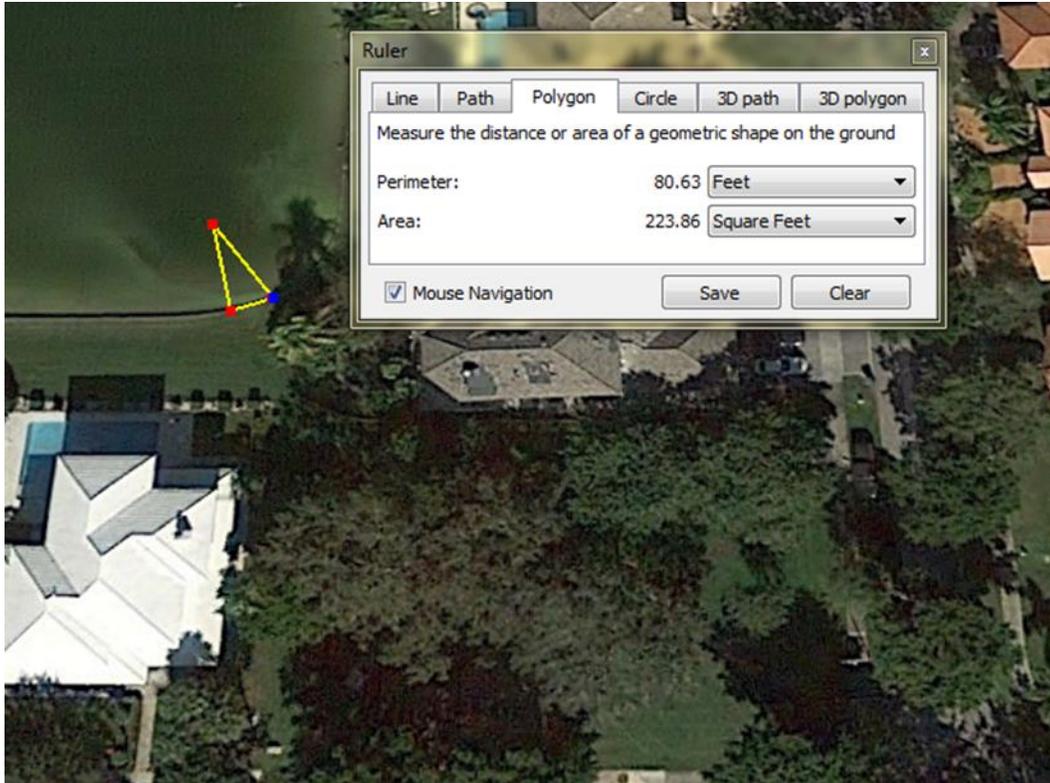
**NEAL A. DeANGELO**  
Manager

## EXHIBIT "A"

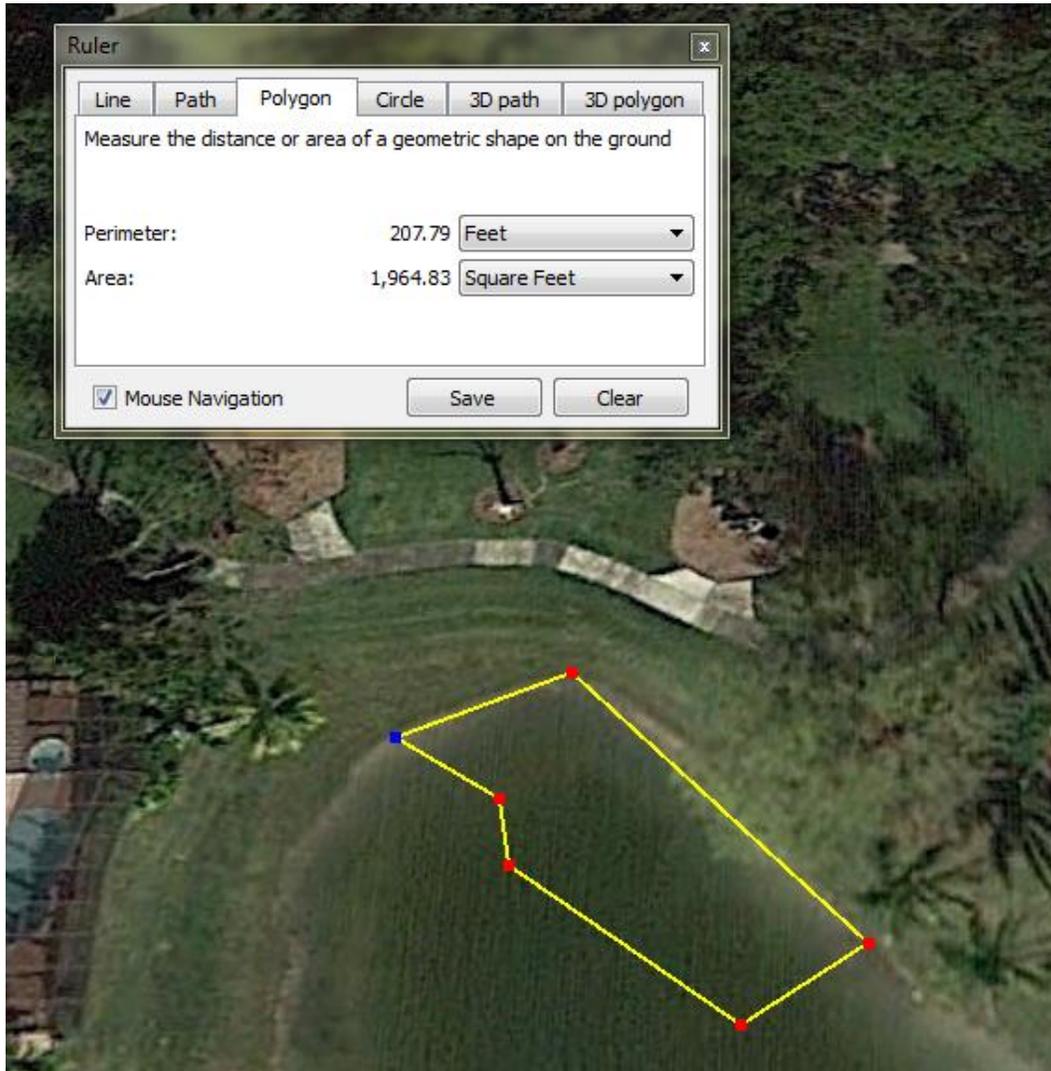
**Aquatic Park Maintenance**

<b>Park Name</b>	<b>Location</b>	<b>Area (Sq. Ft.)</b>
P83	8437 Glencairn Terr	223.00
P78	8640 Ardoch Rd	1,965.00
P82	14708 Breckness PL	1,038.00
P80	14952 Rednock Ln	1,616.00
P68	8560 Menteith Ter	3,863.00
P66	15132 Menteith Pl	3,895.00
P32	7320 Twin Sabal Dr	13,976.00
P37	14880 Dade Pine Ave	6,267.00
P36	7050 Miami Lakes Dr	8,410.00
P38	14844 Dade Pine Ave	4,860.00
P39	6880 Miami Lakes Dr	5,012.00
P21	6890 White Oak DR	6,782.00
P8	14105 Lake Childs Ct	6,124.00
P44	6640 Ludlam Dr	1,553.00
P45	6550 Miami Lakes Dr	2,079.00
P46	6550 Miami Lakes Dr	4,810.00
P47	6480 Miami Lakes DR	4,584.00
P74E	15690 BULL RUN RD	22,897.00
P41	15520 TURNBERRY DR	475.00
P51	6970 Lochness Dr	20,504
P52	6700 Lochness Dr	9,277
MLOP	6411 NW 162 ST	22,423

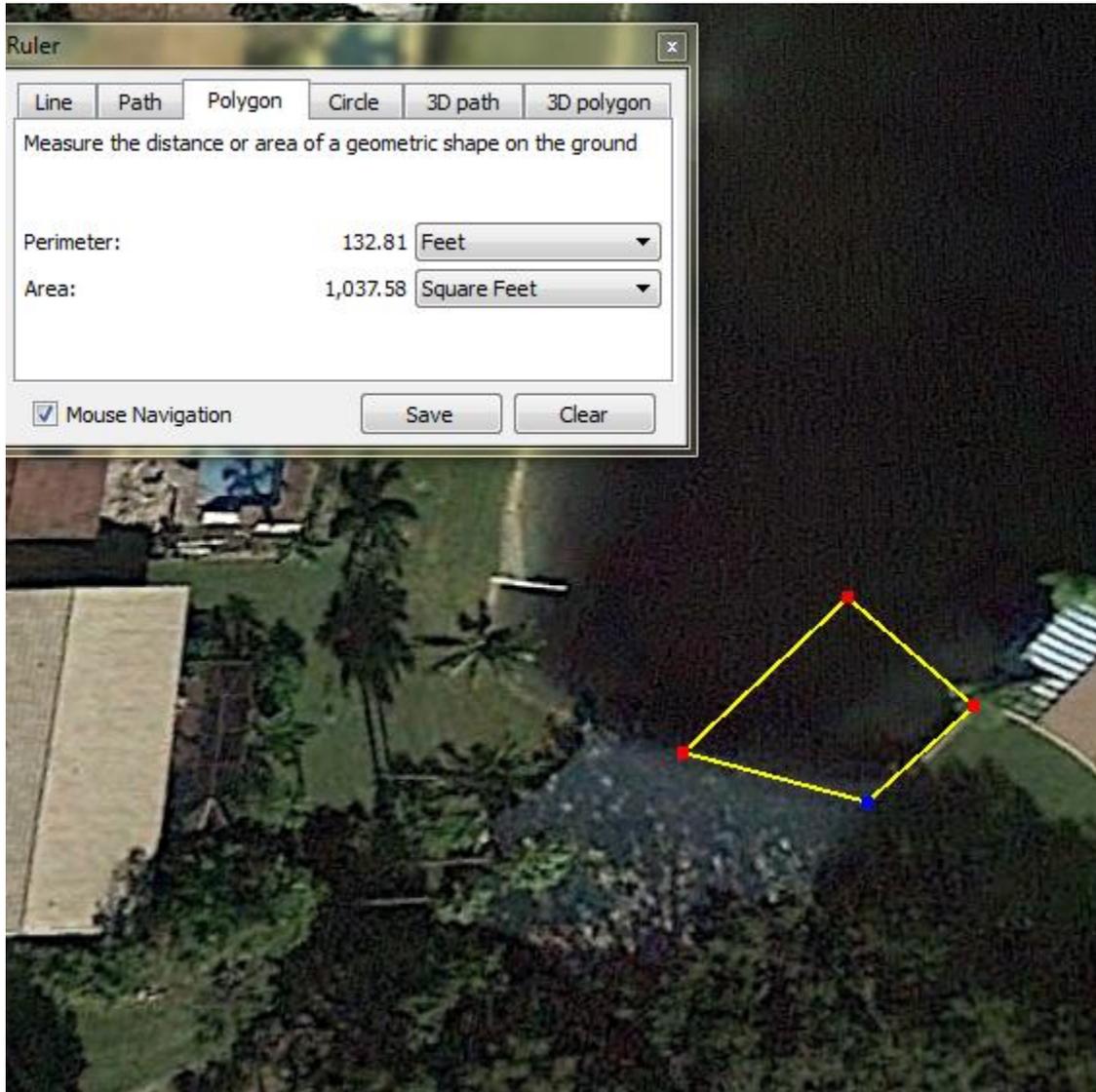
**P83 – 8437 GLENCAIRN TER = 223 Sq. Ft**



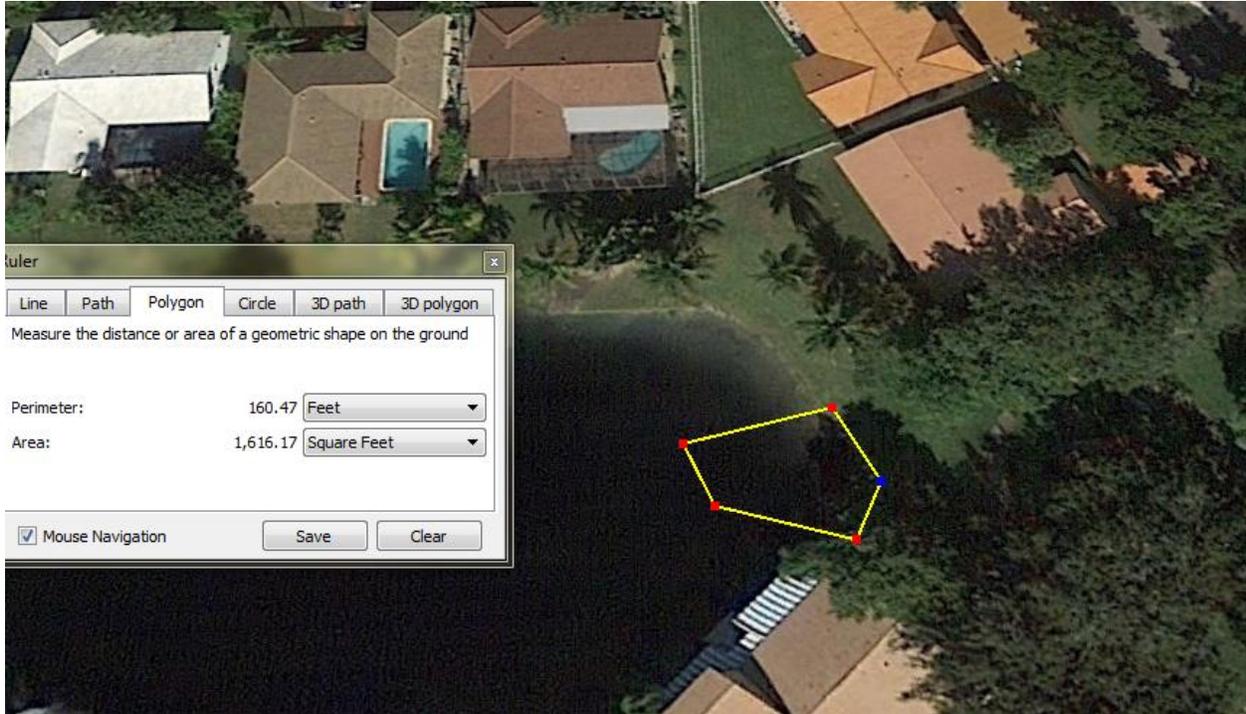
**P78 – 8640 ARDOCH RD = 1,965 SQ. FT**



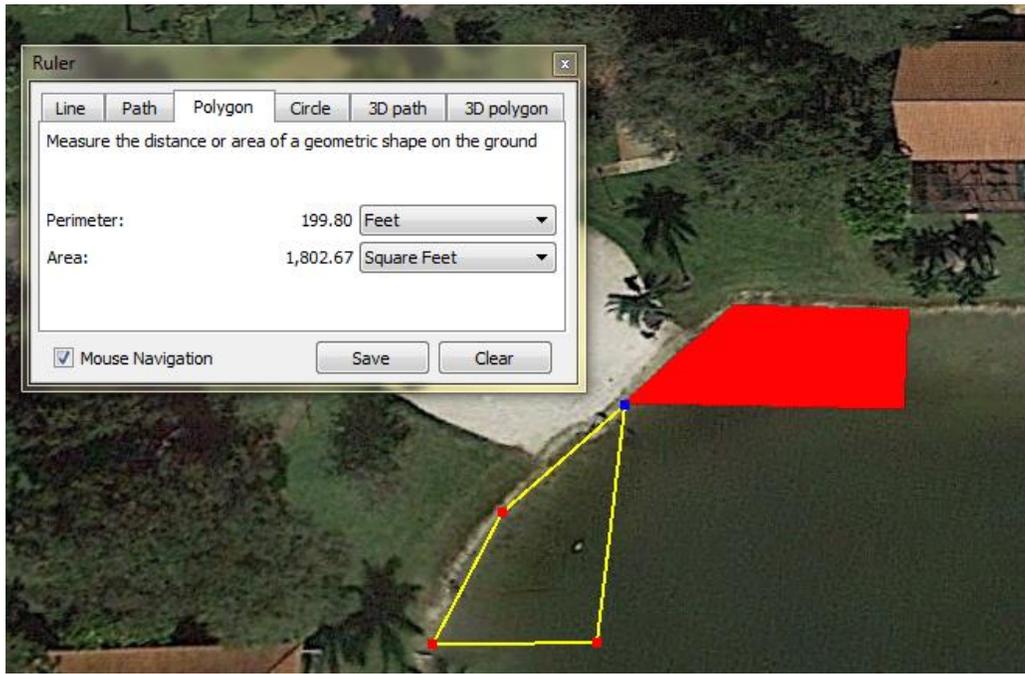
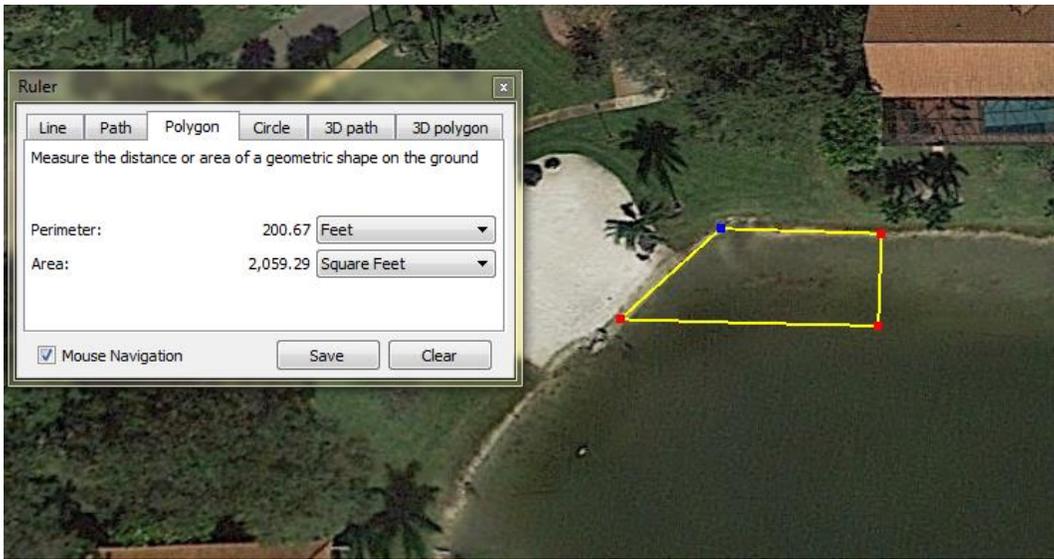
**P82 – 14708 BRECKNESS PL = 1,308 SQ. FT**



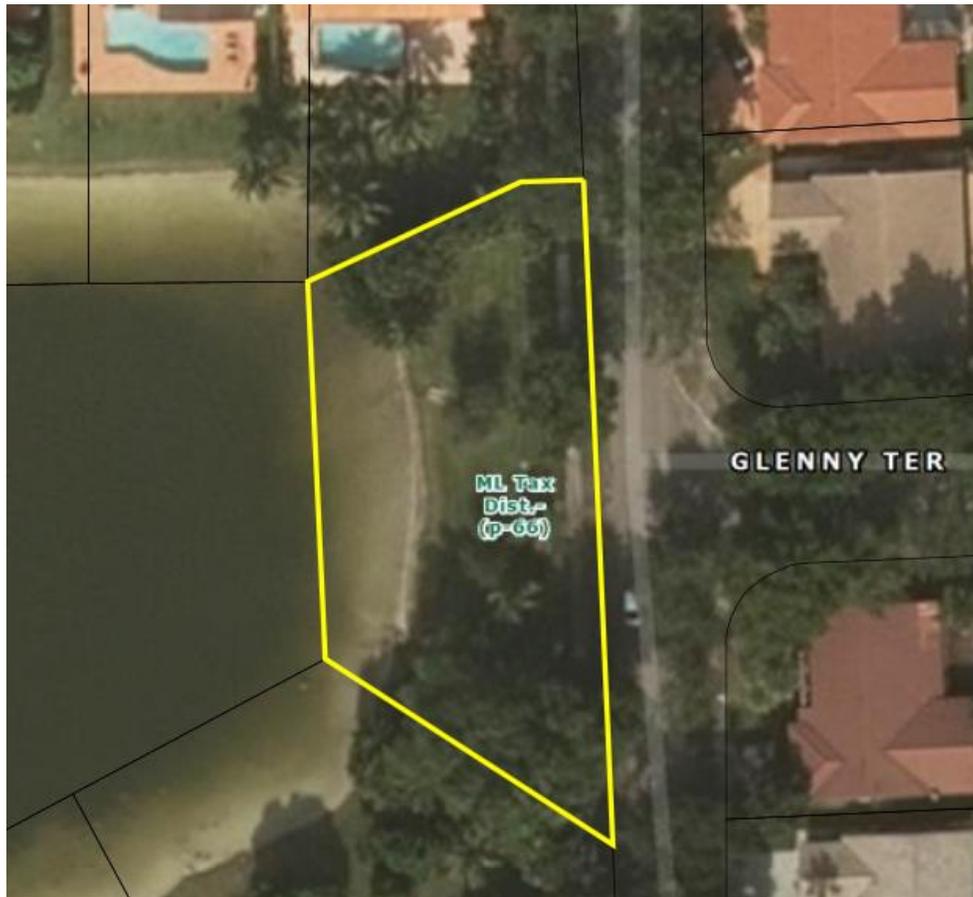
**P80 = 14952 REDNOCK LN = 1616 SQ. FT**



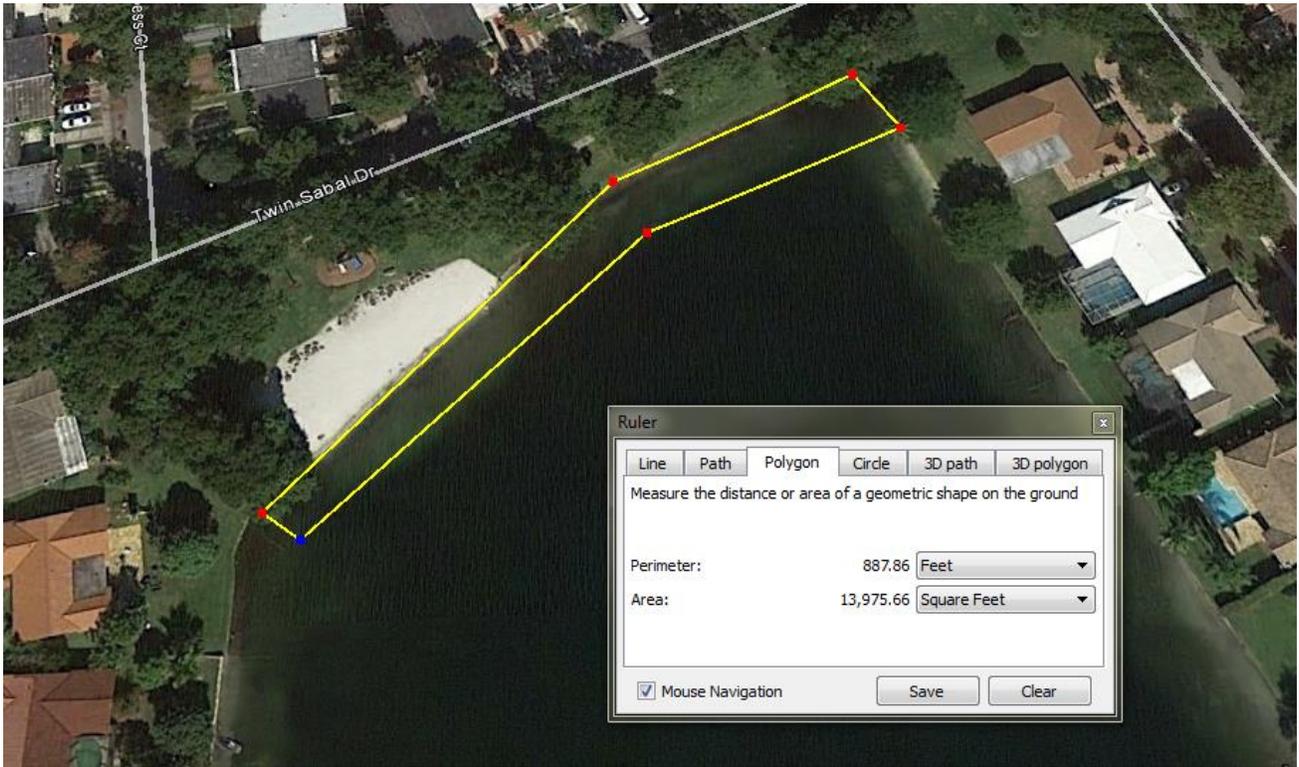
**P68 = 8560 Menteith Ter = 3863 SQ. FT.**



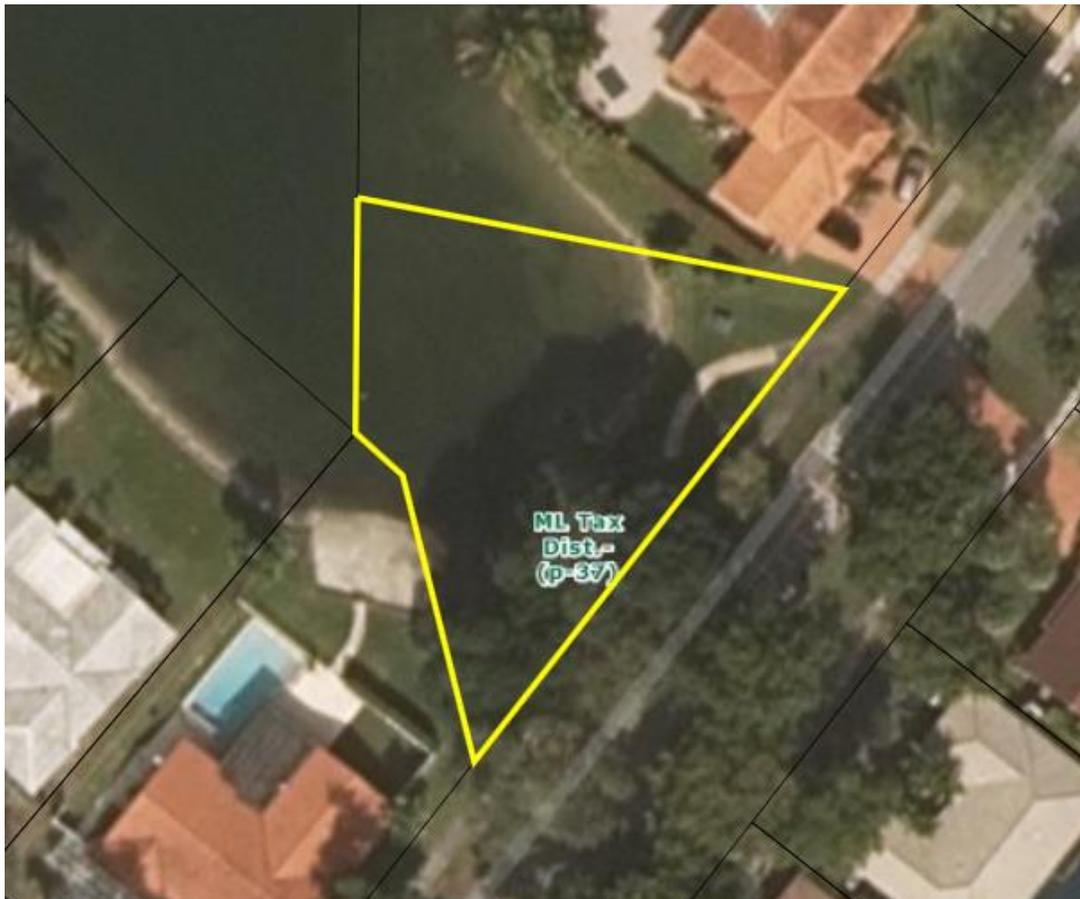
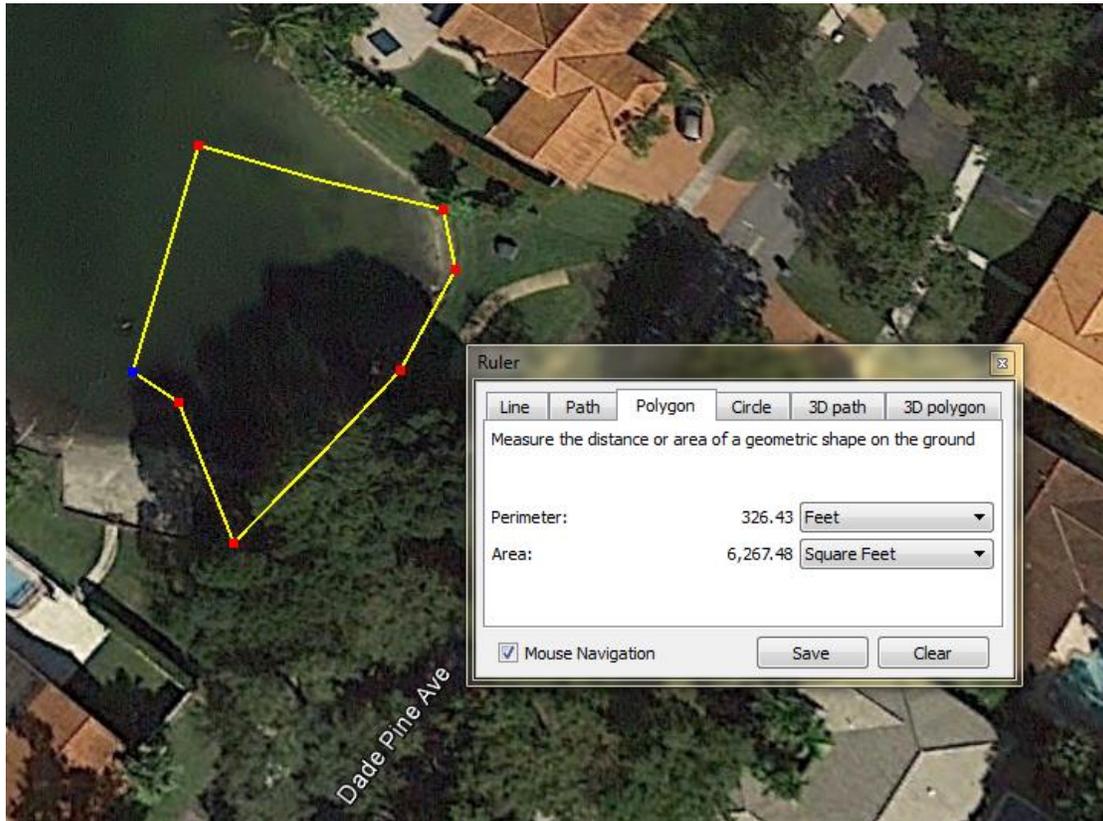
**P66 = 15132 Menteith Pl = 3895 SQ. FT**



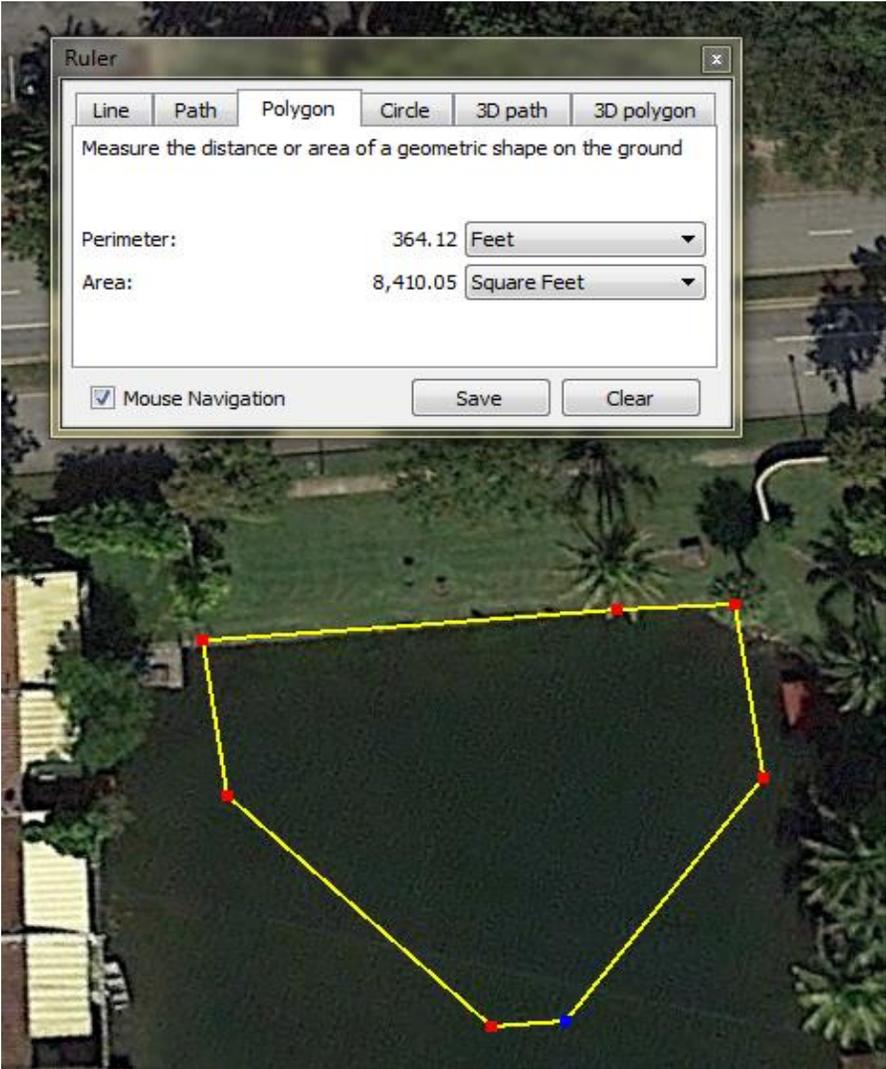
**P32 – 7320 Twin Sabal Dr = 13,976 SQ. FT.**



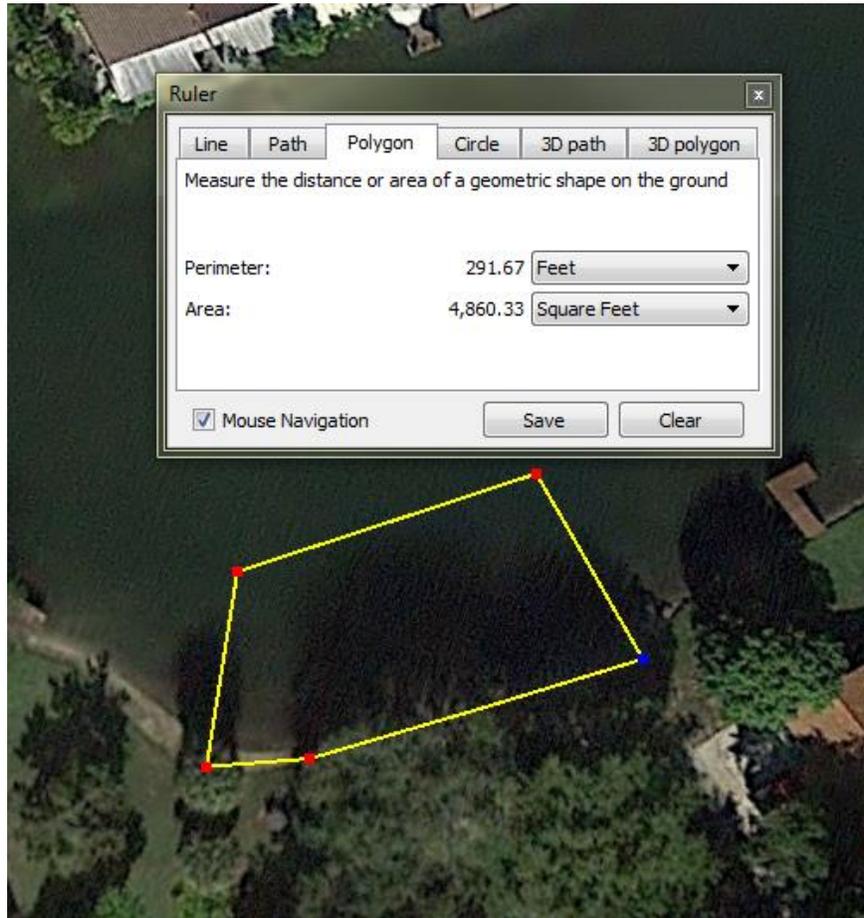
**P37 – 14880 Dade Pine Ave = 6,267 SQ. FT.**



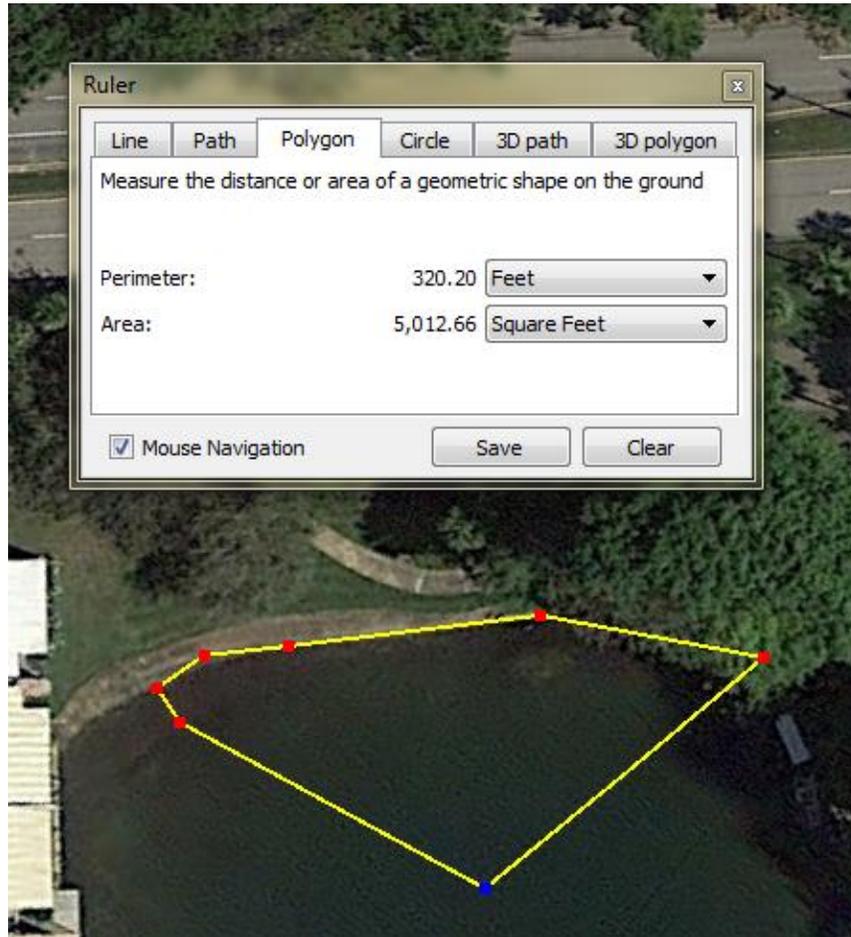
**P36 – 7050 Miami Lakes Dr = 8,410 SQ. FT**



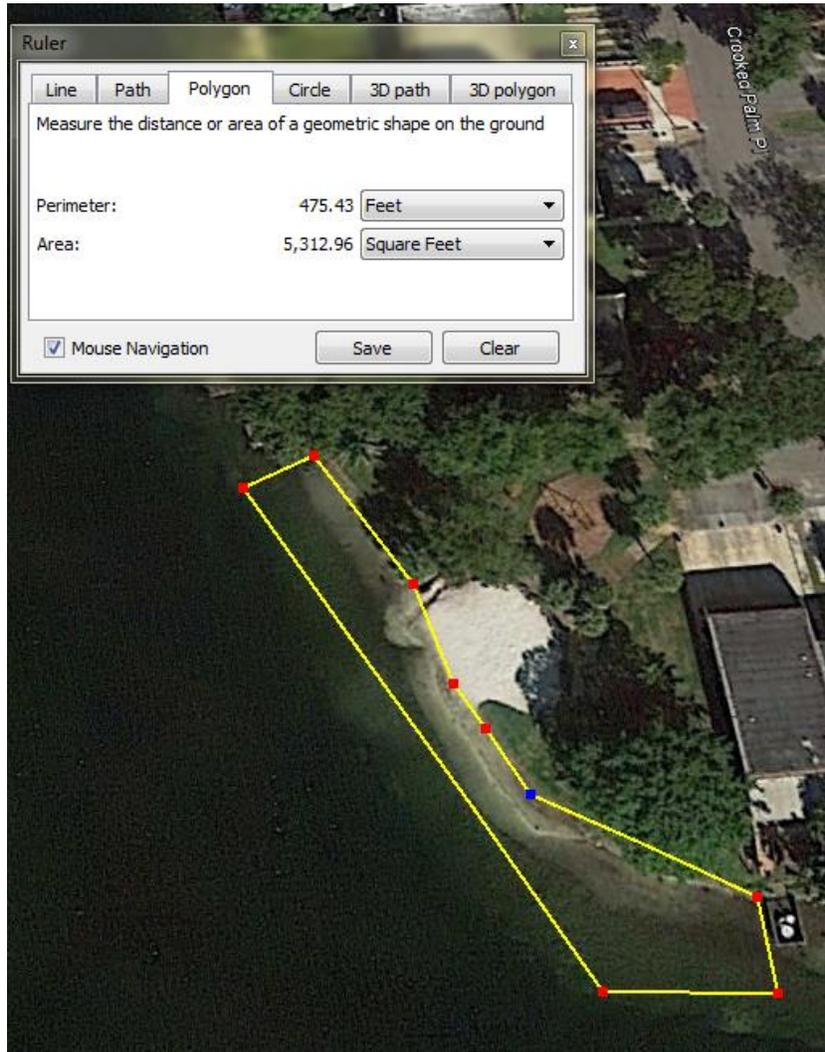
**P38 – 14844 Dade Pine Ave = 4,860 SQ. FT**



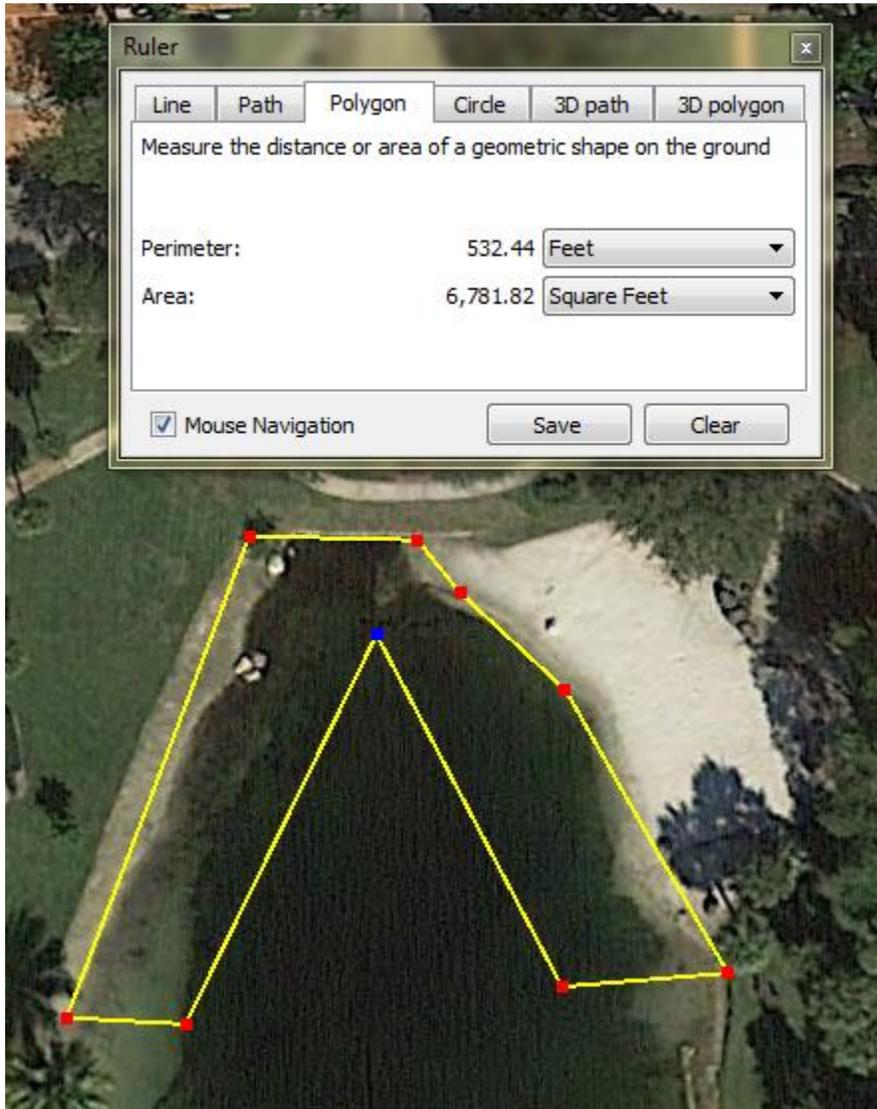
**P39 – 6880 Miami Lakes Dr = 5012 SQ. FT**



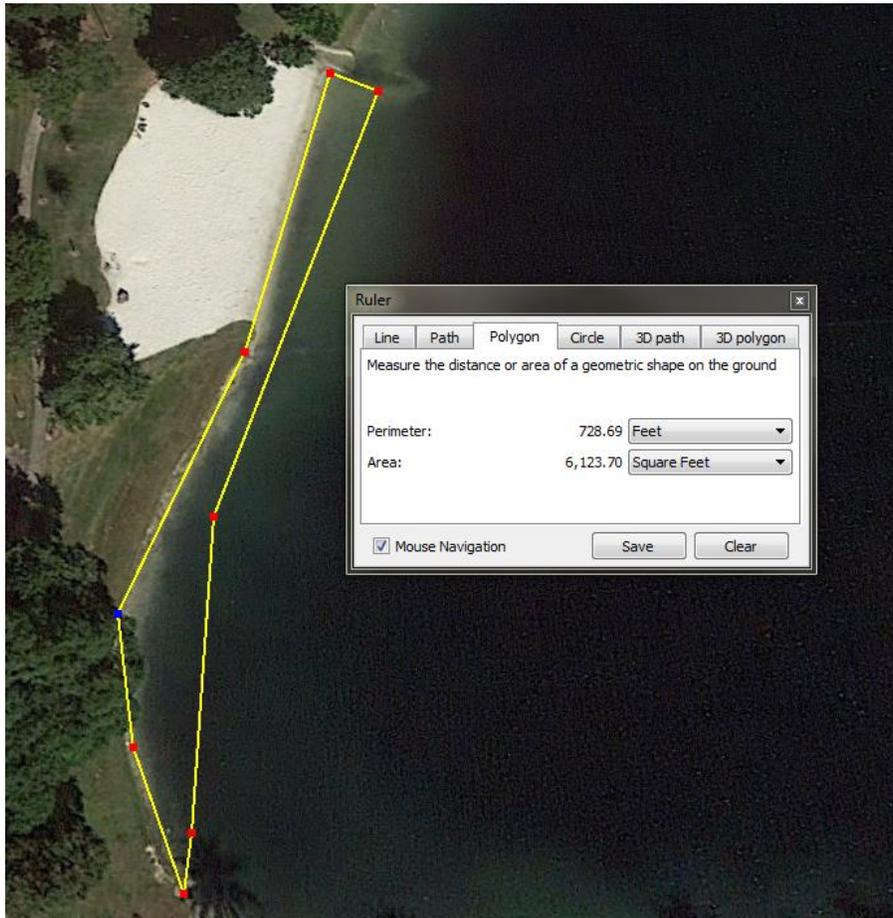
**P27 – 6786 Crooked Palm Pl = 5313 SQ. FT**



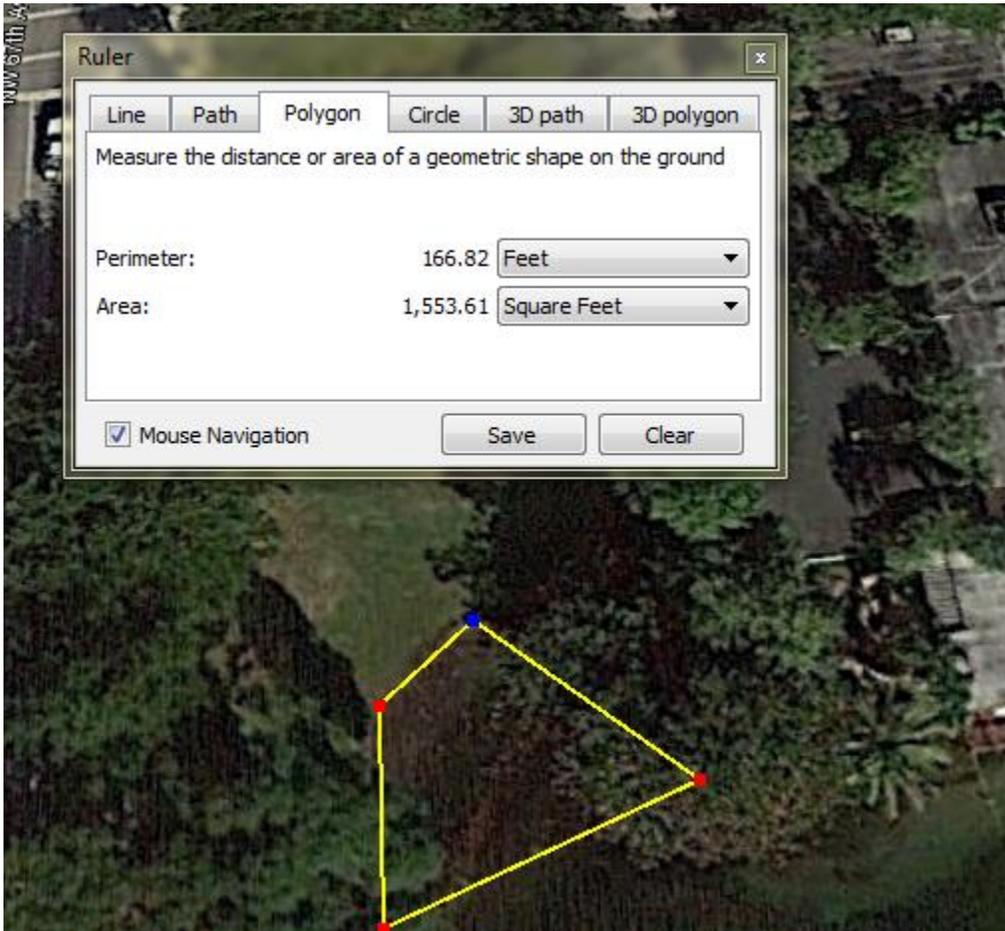
**P21 – 6890 White Oak Dr = 6,782 SQ. FT**



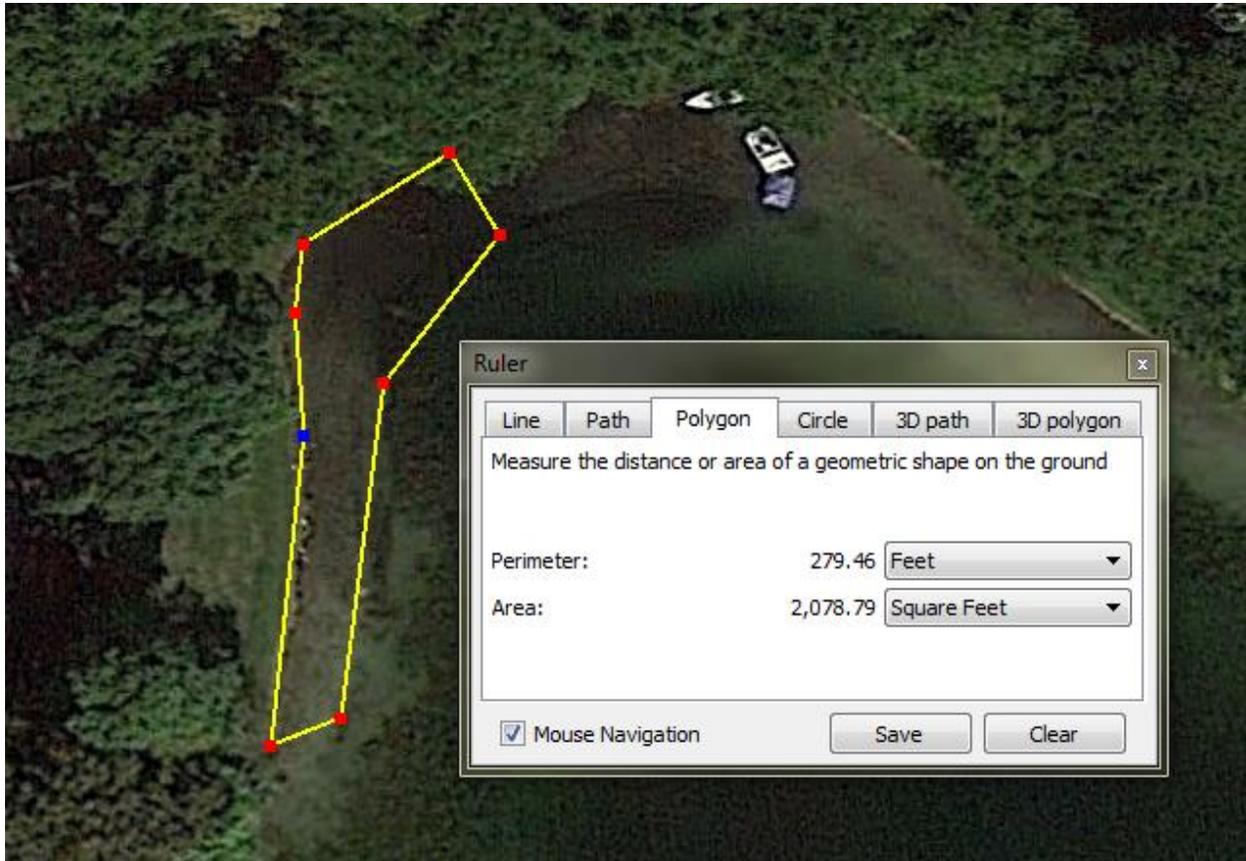
**P8 = 14105 LAKE CHILDS CT = 6,124 SQ. FT**



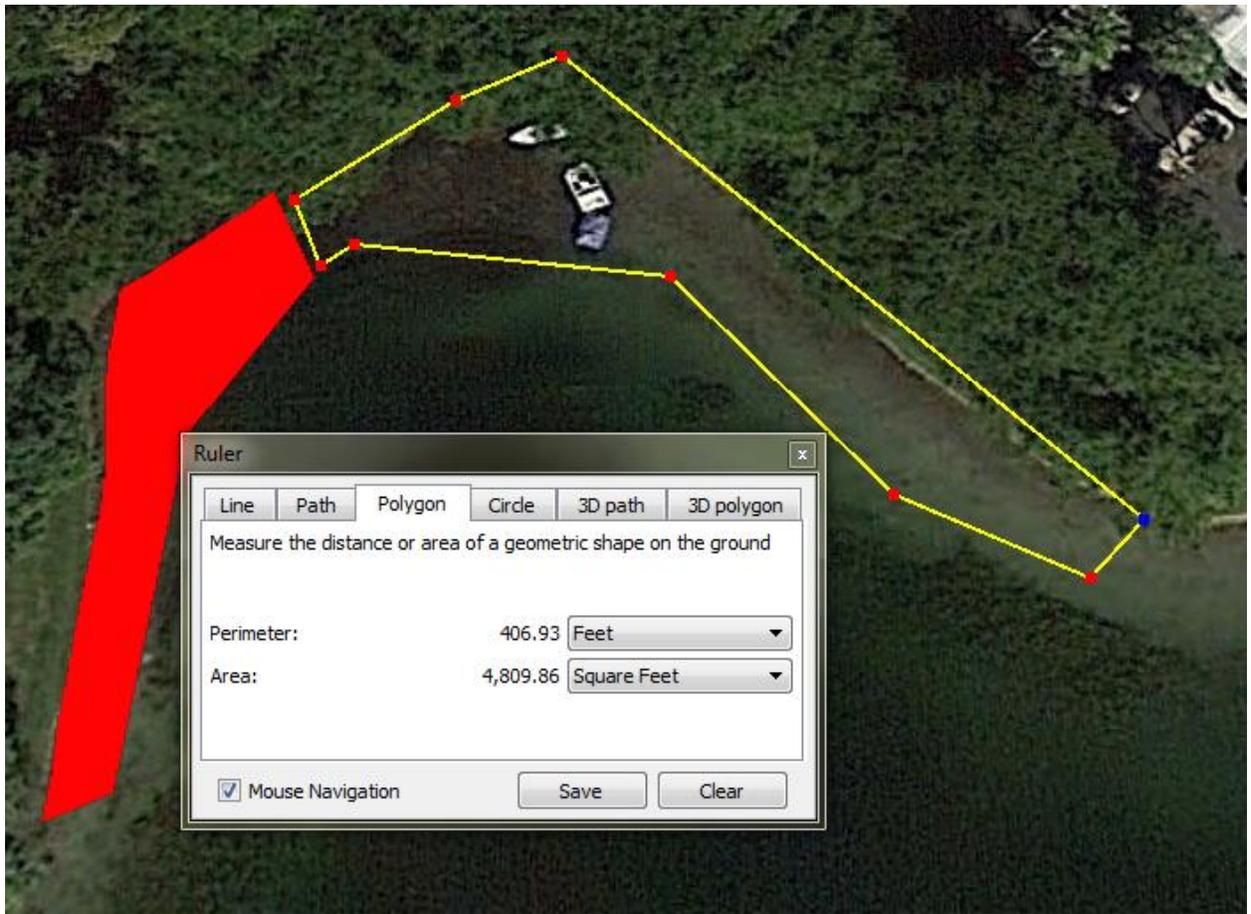
**P44 – 6640 Ludlam Dr = 1,554 SQ. FT**



**P45 – 6550 MIAMI LAKES DR E = 2,079 SQ. FT**



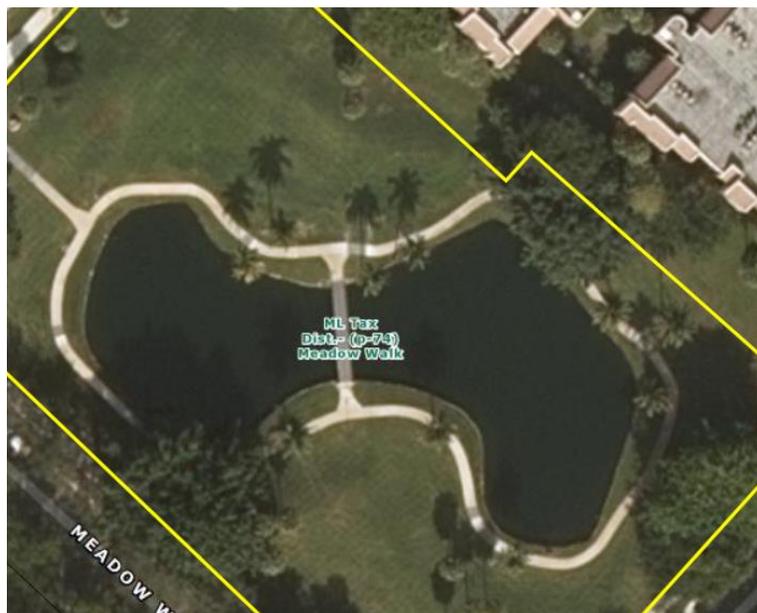
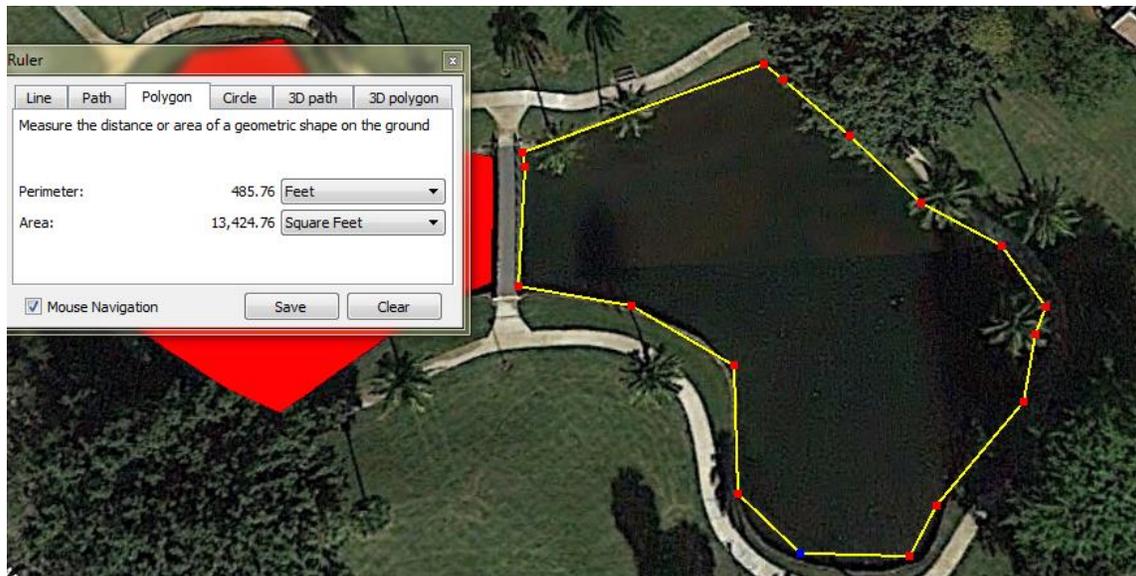
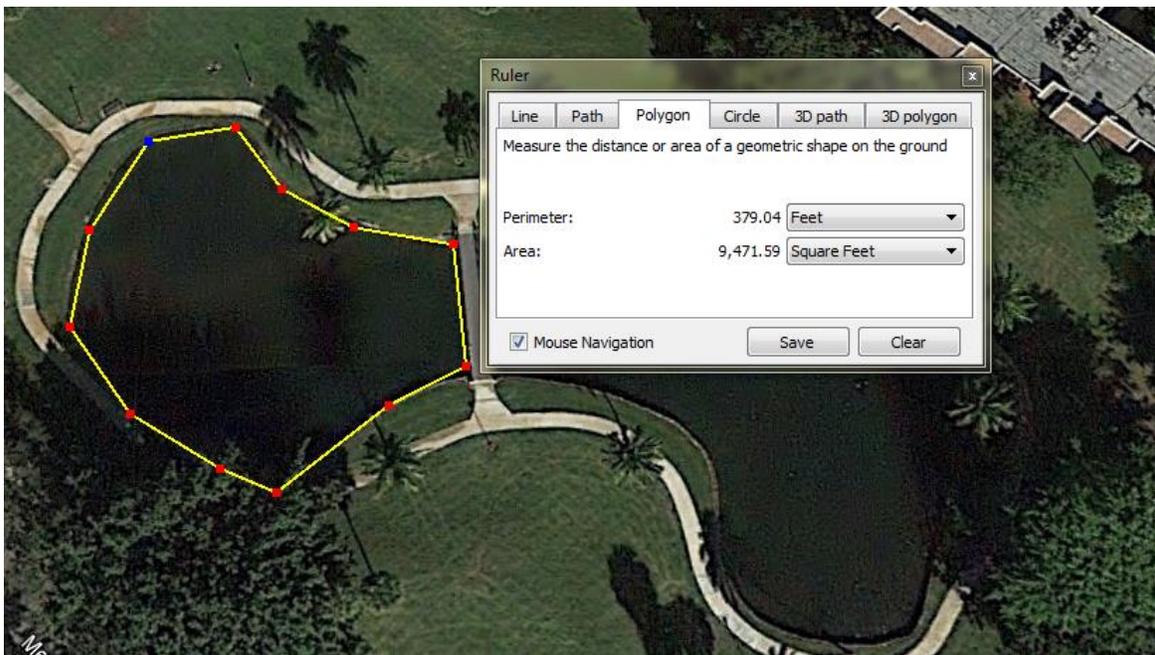
**P46 – 6550 MIAMI LAKES DR E = 4810 SQ. FT.**



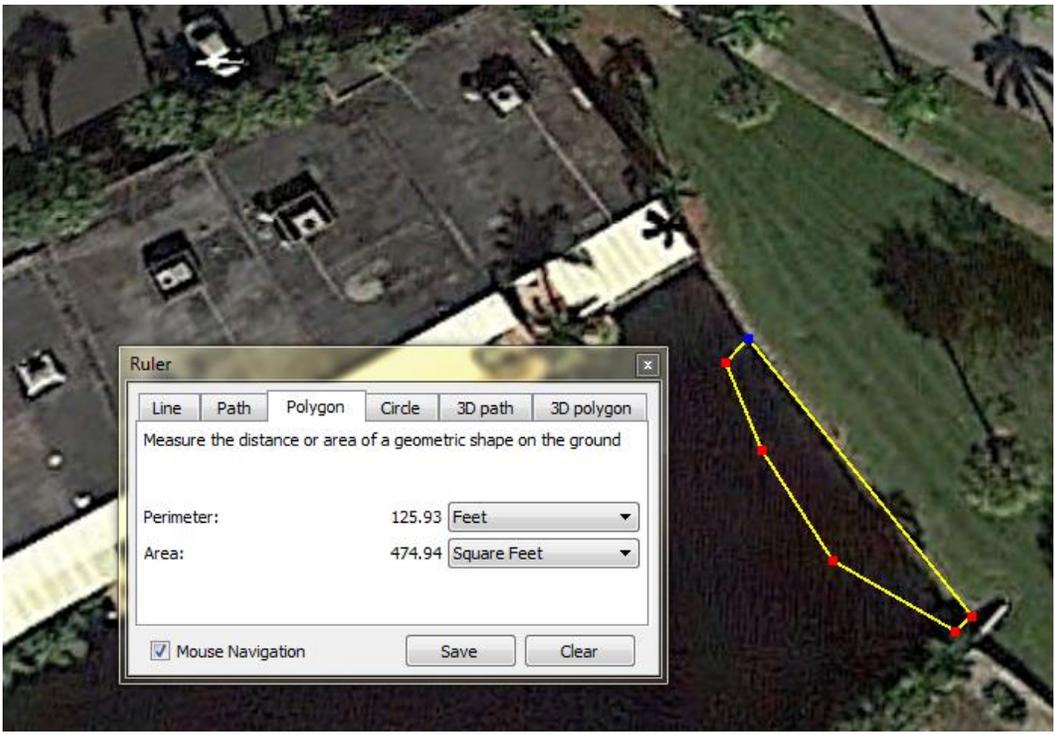
**P47 – 6480 MIAMI LAKES DR = 4584 SQ. FT**



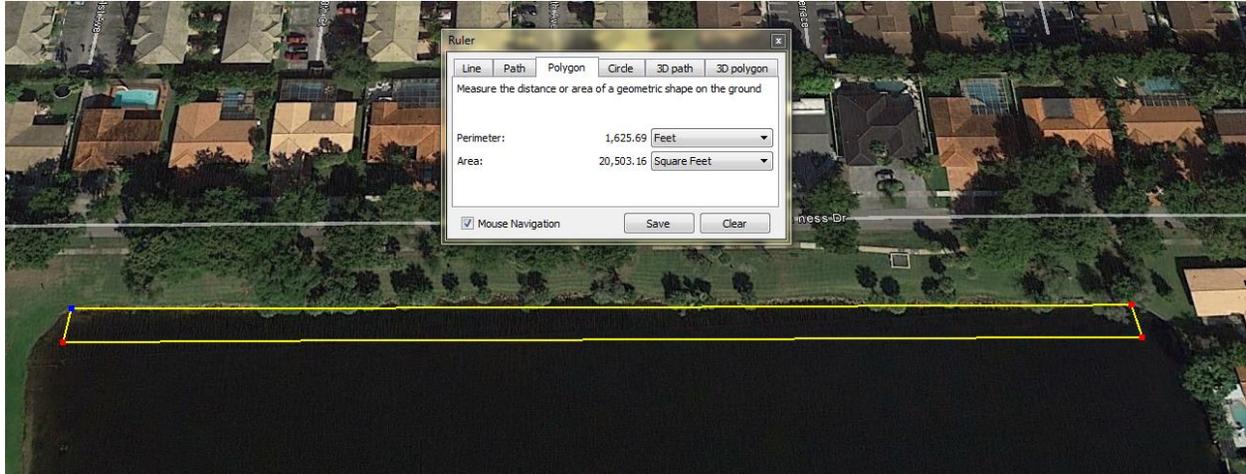
**P74E – 15690 BULL RUN RD = 22, 897 SQ. FT**



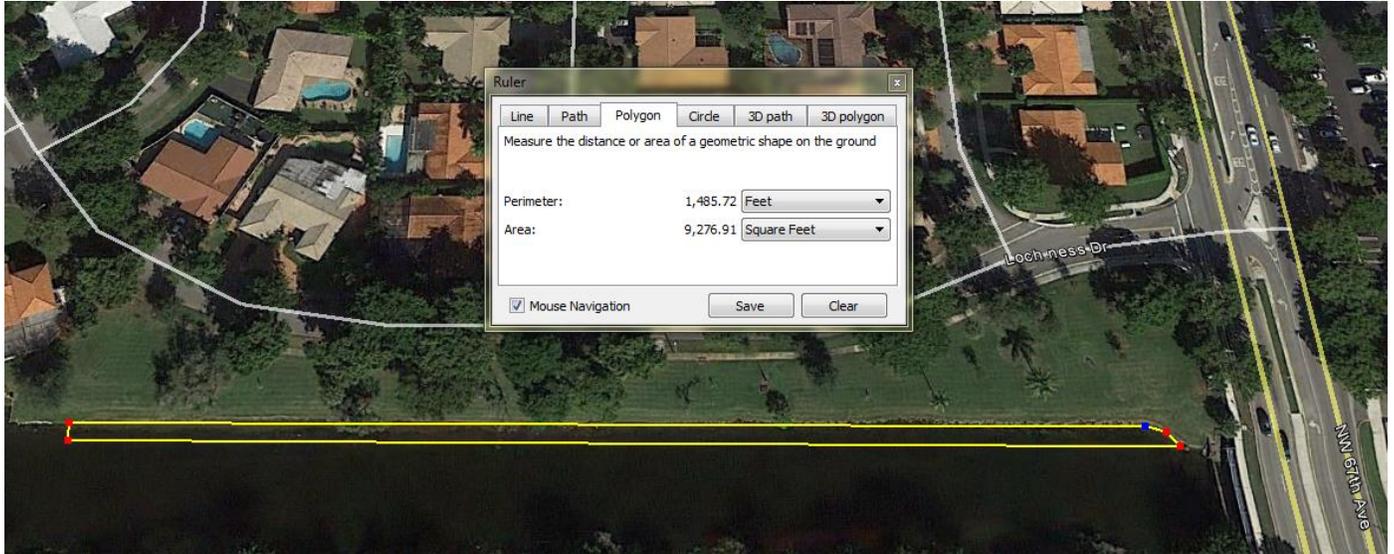
**P41 – 15520 TURNBERRY DR = 475 SQ. FT**



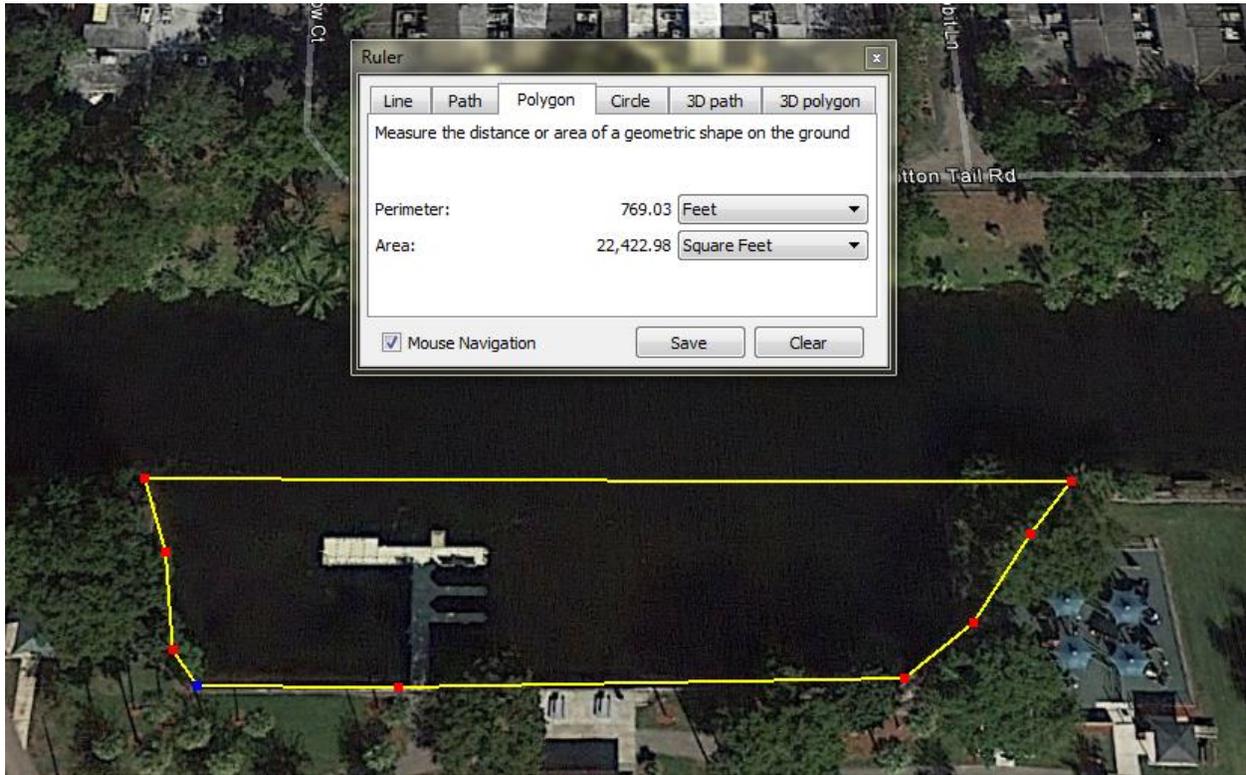
**P51 – 6970 Lochness Dr = 20,504 SQ. FT**



**P52 – 6700 Lochness Dr = 9,277 SQ. FT**



**Miami Lakes Optimist Park Marina – 6411 NW 162 ST = 22,423 SQ. FT**





## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** Fencing Installation and Repair - As Needed

**Date:** July 26, 2016

---

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to piggyback City of Miami Beach Contract No. 40-11/12 for the purchase of Fencing Services in accordance with Section 7 of the Town's Procurement Ordinance 12-142, for the dog recreation area fence installation in the amount of \$33,500 and on an as-needed basis in an amount not to exceed budgeted funds through October 1, 2017.

### **Background:**

The dog recreation area entails an external 6 foot fence and internal 4 foot fence. Quotes inclusive of both the internal and external fences yielded a price range of \$39,800 to \$73,300. Quotes received for only the external 6 foot fence exceeded the Town's informal procurement threshold of \$15,000. As such, in an effort to achieve more competitive pricing by taking advantage of the volume of a larger municipality, staff researched potential piggyback opportunities. Staff identified a competitively awarded pool of fencing contractors by the City of Miami Beach with pre-established prices for the same type of fencing that the Town is required to use per Florida Department of Transportation ("FDOT") guidelines. Primary awardee under the Miami Beach contract, Ronald M. Gibbons, Inc., quoted \$33,500 to include both the external and internal fencing for the dog recreation area in accordance with the established contract pricing.

The referenced City of Miami Beach Contract No. 40-11/12 for Fencing Services is valid through October 1, 2017. After reviewing the contract and its pricing terms, it is recommended that the Town access and piggyback this contract as allowed under Section 7 of the Procurement Code.

As we are seeking approval for this specific proposal for the project, we are also seeking to utilize this contract for future fence installation and repair needs Town-wide. The Town has several park facilities, i.e. Royal Oaks Park and Miami Lakes Optimist Park, and small projects that have ongoing fence installation and repair needs. Approving this contract will allow the Town to have a vendor available to utilize when needs arise without having to go through a separate procurement process for each instance that fencing or fence repair is needed.

**Attachments:**

**City of Miami Beach Contract 40-11/12**

**Resolution - Awarding Contract - Fencing**

**2016-43 Letter Agreement**

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF FENCING INSTALLATION FOR THE DOG RECREATION AREA AND MINOR FENCING SERVICES AT OTHER SITES ON AN AS NEEDED BASIS; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE CITY OF MIAMI BEACH CONTRACT 40-11/12 WITH RONALD M. GIBBONS, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town necessitates the installation of fencing for the dog recreation area in the amount of \$33,500 and minor fencing services Town-wide on as needed basis; and

**WHEREAS**, Section 7 of the Town of Miami Lakes Ordinance 12-142 ("the Town's Procurement Ordinance") authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

**WHEREAS**, the Town intends to access City of Miami Beach Contract 40-11/12 with Ronald M. Gibbons, Inc. for purchase of the dog recreation area fence installation and minor fencing services Town-wide on an as-needed basis; and

**WHEREAS**, the Town Manager recommends authorization to procure fencing services from the current contract between the City of Miami Beach and Ronald M. Gibbons, Inc. for the

dog recreation area in the amount of \$33,500 and for minor fencing services Town-wide not to exceed budgeted funds; 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 a contract to Ronald M. Gibbons, Inc. in substantially the form attached hereto as Exhibit “A” for the dog recreation area fence in the amount of \$33,500 and for as-needed fencing services not to exceed budgeted funds.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all steps necessary to utilize City of Miami Beach Contract 40-11/12 and to execute said contract on behalf of the Town, subject to approval as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Ronald M. Gibbons, Inc. for the dog recreation area fence in the amount of \$33,500 and for minor fencing services Town-wide per budgeted funds.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town’s Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Ronald M. Gibbons, Inc. for the dog recreation area fence in the amount of \$33,500 and for minor fencing services Town-wide per budgeted funds.

**Section 5.**     **Execution of the Contract.** The Town Manager is authorized to execute the Contract in substantially the form attached hereto as Exhibit “A” with Ronald M. Gibbons, Inc. and to execute any required agreements and/or documents to implement the terms and conditions of the contract 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 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

---

Michael A. Pizzi, Jr.  
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  
**Ronald M. Gibbons, Inc.**  
for  
Fencing Services – As Needed



## Agreement

### I. Parties

This Agreement, 2016-43, is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014 and **Ronald M. Gibbons, Inc.**, located at 19821 N.W. 2<sup>nd</sup> Avenue #392, Miami, FL 33169 .

### II. Recitals

**Whereas** the Town desires to enter into an agreement with Ronald M. Gibbons, Inc. ("RMG") for the purchase of Fencing Services in accordance with pricing stipulated in their bid submittal to the City of Miami Beach, FL for ITB 40-11/12 in an amount not to exceed budgeted funds; and

**Whereas** RMG has agreed to provide said services to the Town in accordance with the City of Miami Beach agreement dated October 3, 2012 awarded in accordance with City of Miami Beach ITB 40-11/12 Fencing Services, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with RMG, in accordance with the terms of the referenced City of Miami Beach agreement, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Services

RMG shall provide Fencing Services to the Town in accordance with the terms of the above referenced City of Miami Beach contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and RMG from the City of Miami Beach contract:

#### **CONTRACT NUMBER**

The Town of Miami Lakes' Fencing Services Contract shall be referenced as Contract # 2016-43.

#### **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract.

#### **INVOICES**

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

#### **INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

#### **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 terms or conditions the sole venue will be Miami-Dade County, Florida.

#### **V. Points of Contact**

The points of contact for the Town shall be:

Contract Management: Christina Semeraro, Procurement Manager

(305) 364-6100 ext. 1122 [semeraroc@miamilakes-fl.gov](mailto:semeraroc@miamilakes-fl.gov)

Project Manager: Tony Lopez, Chief of Operations

(305) 364-6100 ext. 1130 [lopezt@miamilakes-fl.gov](mailto:lopezt@miamilakes-fl.gov)

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



**CORPORATE RESOLUTION**

WHEREAS, Ronald M. Gibbons, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement 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/Secretary,  
(type title of officer)

Ronald M. Gibbons, 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 Agreement to which this resolution is attached.

DATED this 15 day of July, 2016.

  
Corporate Secretary

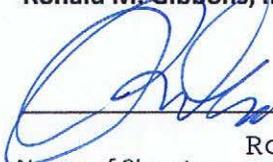


(Corporate Seal)



Ronald M. Gibbons, Inc.

Town of Miami Lakes

  
\_\_\_\_\_, President  
Name of Signatory: Ronald M. Gibbons  
07/15/2016

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

Approved as to legal form and correctness:

\_\_\_\_\_  
Town Attorney

Attest:

\_\_\_\_\_  
Gina Inguanzo, Town Clerk



**Fence Contractors**  
(Since 1972)

- WOOD • PVC
  - CHAIN LINK
  - IRON • STEEL PICKET - ALUMINUM
  - ELECTRICAL GATE OPERATORS
  - WALLS
  - CUSTOM
  - RESIDENTIAL & COMMERCIAL • INSTITUTIONAL
- www.ronaldmgibbonsinc.com

**PROPOSAL**

**RONALD M. GIBBONS, INC.**

P.O. BOX 693730  
MIAMI, FL 33269

Dade: (305) 652-5845  
Bwd: (954) 920-1210  
Fax: (305) 652-9304  
Email: rmginc.est@comcast.net

#A-1555829-REV 1

Page No. 1  
of 2 Pages

**CC # 9356**  
**INSURED**

<b>PROPOSAL SUBMITTED TO:</b>		<b>PHONE:</b> 305-558-0382	<b>DATE:</b> July 8, 2016
<b>NAME:</b> Town Of Miami Lakes		<b>JOB NAME:</b> Dog Park fencing	
<b>STREET:</b> 6601 Main Street		<b>STREET:</b> NW 82 Avenue & Palmetto Frontage	
<b>CITY:</b> Miami Lakes		<b>CITY:</b> Miami Lakes	<b>STATE:</b> FL
<b>STATE:</b> Florida 33014		Attn: Daniel Angel	

**We hereby submit specifications and estimates for:** Materials & installation of a 6' & 4' high green color coated chain link fence system to meet the most stringent FDOT standard City Of Miami Beach term ITB Contract and Town Of Miami Lakes submitted specification.

NOTE: Quote per public bidded & awarded City Of Miami Beach Contract ITB#40-11/12.

- A. 1100 LF of 6' high fencing with top rail and bottom tension wire (Group II, Item#10) x \$14.50.....\$15,950.00
  - B. 1100 L.F of 4' high fencing with top rail & bottom tension wire (Group II, Item#8) x \$11.30.....\$12,430.00
  - C. 4 each custom 42" x 4' singles wing self closing and self latching gates (Item not found) x \$650.00.....\$ 2,600.00
  - D. 2 each 12' x 6' double swing vehicular gates (Group IV, Item#36) x \$338.00.....\$ 676.00
  - E. 2 each 6' x 3" OD end posts (group XXI, Item#106) x \$93.00.....\$ 186.00
  - F. 6 each 6' x 3" corner posts (Group XXI, Item#106) x \$93.00.....\$ 558.00
  - G. 20 each 4' x 3" corner posts (Group XXI Item# 104) x \$55.00.....\$ 1,100.00
  - H. All posts to be installed with 10" OD x 30" minimum concrete footers.
- Subtotal.....\$33,500.00

Fence Contractors  
(Since 1972)

**PROPOSAL**

#A-1555829-REV 1

- WOOD • PVC
  - CHAIN LINK
  - IRON • STEEL PICKET - ALUMINUM
  - ELECTRICAL GATE OPERATORS
  - WALLS
  - CUSTOM
  - RESIDENTIAL & COMMERCIAL • INSTITUTIONAL
- www.ronaldmgibbonsinc.com

**RONALD M. GIBBONS, INC.**

P.O. BOX 693730  
MIAMI, FL 33269

Date: (305) 652-5845  
Bwd: (954) 920-1210  
Fax: (305) 652-9304  
Email: rmginc.est@comcast.net

Page No. 2  
of 2 Pages

CC # 9356  
INSURED

<b>PROPOSAL SUBMITTED TO:</b>		<b>PHONE:</b>	<b>DATE:</b> July 8, 2016
<b>NAME:</b> Town Of Miami Lakes		<b>JOB NAME:</b> Dog Park Fencing	
<b>STREET:</b> 6601 Main Street		<b>STREET:</b>	
<b>CITY:</b> Miami Lakes		<b>CITY:</b>	<b>STATE:</b>
<b>STATE:</b> FL			

We hereby submit specifications and estimates for:

Notes:

1. Cost of obating building permit excluded.
2. Quote solely based on items&quantities per this proposal.
3. Demolition excluded(except where noted).
4. Work site must be sfae&accessible for workmen, trucks&equipment.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of  
 Thirty three thousand, five hundred dollars (\$ 33,500.00 ) with payment to be made as follows:  
 Net 30 days on completed work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within -30- days and is void thereafter at the option of the undersigned.

Authorized Signature

President

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. In the event of cancellation the purchaser (s) agree to reimburse all cost (s) incurred by Ronald M. Gibbons, INC. and / or a 10% restocking fee.

ACCEPTED:

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

IN THE EVENT COLLECTION BECOMES NECESSARY TO COLLECT ANY BALANCES FROM THIS PURCHASE, THEN ALL CHARGES FOR COLLECTION INCLUDING COLLECTION SERVICE CHARGES, AND COURT COSTS, AND ATTORNEY FEES, AND SERVICE CHARGE AT 10% PER ANNUM (OR THE MAXIMUM ALLOWED BY LAW) WILL BE PAID BY THE PURCHASER.



## CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: Fencing Services

CONTRACT NO.: 40-11/12

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk and may be renewed, at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year term.

SUPERSEDES: 12-08/09

CONTRACTOR(S): Ronald M. Gibbons, Inc.

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

---

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 18, 2012, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide for the purchase of fencing services, pursuant to City Invitation to Bid No. 40-11/12 and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Division policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 40-11/12.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Duane Knecht, Property Management Division Director at 305-673-7000 ext. 2914.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

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

For City:

**Procurement Director**  
**City of Miami Beach**  
**Procurement Division**  
**1700 Convention Center Drive**  
**Miami Beach, Florida 33139**

With copies to:

**City Clerk**  
**City Clerk Office**  
**1700 Convention Center Drive**  
**Miami Beach, Florida 33139**

For Contractor:

**Ronald M. Gibbons, Inc.**  
**472 N.E. 191 Street**  
**Miami, Florida 33179**  
**Attn: Ronald M. Gibbons**  
**Phone: 305-652-5845**  
**Fax: 305-652-9304**  
**E-mail: rmginc.est@comcast.net**

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

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

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

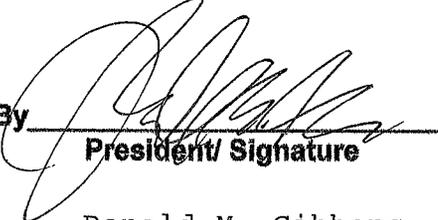
Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall 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 herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 3 day of Oct, 2012, by their respective duly authorized representatives.

**CONTRACTOR**

By   
\_\_\_\_\_  
President/ Signature

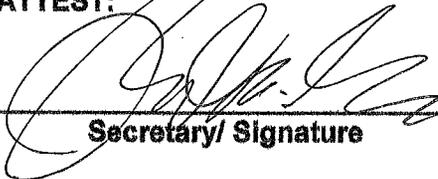
Ronald M. Gibbons

\_\_\_\_\_  
Print Name

September 20, 2012

\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Secretary/ Signature

Ronald M. Gibbons

\_\_\_\_\_  
Print Name

September 20, 2012

\_\_\_\_\_  
Date

**CITY OF MIAMI BEACH**

By   
\_\_\_\_\_  
Mayor

10-2-12

\_\_\_\_\_  
Date

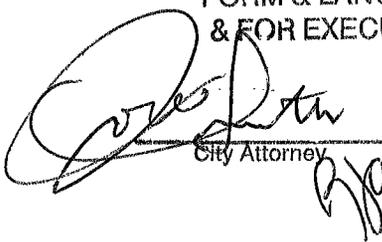


ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

9/27/12  
Date



**Condensed Title:**

Request For Approval To Award Contracts To The Lowest And Best Bidders For Groups 1 Through 22 Pursuant To Invitation To Bid (ITB) No. 40-11/12 For Fencing Serviced For Various City Departments: Awards Shall Be Based As Follows: Groups 1,2,3,4,5,7,8,12,14,16,18 19,20,and 21 To Ronal M. Gibbons, Inc.; And Groups 6,9,10,11,13,15,17, and 22 To Artemisa Fence & Ornamental In The Estimated Annual Amount of \$90,000.

**Key Intended Outcome Supported:**

Ensure Well-maintained infrastructure  
**Supporting Data (Surveys, Environmental Scan, etc. N/A)**

**Issue:**

Shall the City Commission approve the award of Contracts?

**Item Summary/Recommendation:**

The purpose of Invitation to Bid (ITB) No. 40-11/12 was to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide Fencing Services on an as-needed basis from a source(s) of supply that will provide these services in a timely manner. The contract(s) entered into with the successful bidder(s) shall have an initial term of three (3) year term, and may be renewed at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year.

The ITB was issued on July 17, 2012, with an opening date of August 14, 2012. A pre-bid meeting to provide information to the bidders submitting a response was held on July 24, 2012. The Florida Online Bid System issued bid notices to 59 prospective bidders. In addition, the Procurement Division issued notices to seven (7) prospective bidders, which resulted in the receipt of three (3) bids.

Successful bidder(s) shall be required to provide fencing services to Public Works, Parks and Recreation, and other City Departments. Successful bidders shall obtain and pay for all licenses, permits and inspection fees required for this project and comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the City for the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

The Review Panel stated after reviewing the bids that they recommended awarding contract to the following vendors, as the lowest and best responsive bidder:

Ronald M. Gibbons, Inc.;  
 Artemisa Fence & Ornamentals; and;  
 Guaranteed Fence Corporation;

**APPROVE THE AWARD OF CONTRACTS.**

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount	Account
 DBPI	1	\$ 25,000 Property Management Repair & Maintenance Account No. 520-1720-000342
	2	\$ 15,000 Public Works Sewer 425-0420-000343
	3	\$ 15,000 Public Works Streets/Street Lighting 011-0840-000342
	4	\$ 15,000 Public Works Water 425-0410-000343
	5	\$ 5,000 Recreation Division 011-0950-000343
	6	\$ 5,000 Green Space Management 011-0940-000343
	7	\$ 5,000 Miami Beach Golf Club 011-0970-000343
	8	\$ 5,000 Normandy Shore Golf Club 011-0975-000343
<b>Total</b>	<b>\$ 90,000</b>	

**Financial Impact Summary:**

**City Clerk's Office Legislative Tracking:**

Raul Aguila \_\_\_\_\_

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
FB KS _____	JGG MAS PDW 	KGB 

T:\AGENDA\2012\September 12\ITB 40-11-12 Fencing summary.doc





# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Kathie G. Brooks, Interim City Manager

DATE: September 12, 2012

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO THE LOWEST AND BEST BIDDERS FOR GROUPS 1 THROUGH 22, PURSUANT TO INVITATION TO BID (ITB) NO. 40-11/12, FOR FENCING SERVICES FOR VARIOUS CITY DEPARTMENTS; AWARDS SHALL BE BASED AS FOLLOWS: GROUPS 1, 2, 3, 4, 5, 7, 8, 12, 14, 16, 18, 19, 20, AND 21 TO RONALD M. GIBBONS, INC.; AND GROUPS 6, 9, 10, 11, 13, 15, 17, AND 22 TO ARTEMISA FENCE & ORNAMENTAL; FOR A TOTAL ESTIMATED BUDGETED ANNUAL AMOUNT OF \$90,000.**

### ADMINISTRATION RECOMMENDATION

Approve the award of contracts.

### KEY INTENDED OUTCOME SUPPORTED

Ensure Well-Maintained Facilities.

### BID AMOUNT AND FUNDING

The estimated annual amounts below are based on regular operational funding availability.

- \$ 25,000 Property Management Repairs & Maintenance Account No. 520-1720-000342
- \$ 15,000 Public Works Sewer 425-0420-000343
- \$ 15,000 Public Works Streets/Street Lighting 011-0840-000342
- \$ 15,000 Public Works Water 425-0410-000343
- \$ 5,000 Recreation Division 011-0950-000343
- \$ 5,000 Green Space Management 011-0940-000343
- \$ 5,000 Miami Beach Golf Club 011-0970-000343
- ~~\$ 5,000~~ Normandy Shore Golf Club 011-0975-000343
- \$ 90,000**

These contracts will also be available for emergency circumstances, such as hurricanes, special projects, and additional funding that may become available and appropriated as part of the City's Capital Budget or from projects generated by CIP.

### ANALYSIS

The purpose of Invitation to Bid (ITB) No. 40-11/12 was to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide fencing services on an as-needed basis, from a source(s) of supply that will provide these products in a timely manner. The contract(s) entered into with the successful bidder(s) shall have an initial term of three (3) years, and may be renewed at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year.

The contracts will offer more flexible resources to ensure that all operational divisions and departments fulfill their fencing needs in a timely manner while securing the lowest cost.

Successful bidder(s) shall be required to provide fencing services to Public Works, Parks and Recreation, and other City Departments. The City will issue Purchase Orders to the selected vendor(s) for the provision of labor, transportation, materials, tools, and equipment necessary to provide fencing services on an as needed basis throughout the year, as specified in bid proposal (Groups 1 through 22).

Successful bidders shall obtain and pay for all licenses, permits and inspection fees required for this project and comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the City for the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

Successful bidders must install new fencing, or be able to provide replacement parts, and/or to repair the existing fencing. Service must be provided from Monday through Friday, from 8:30 a.m. until 5:00 p.m. on any service, (excluding holidays).

### **BID PROCESS**

The ITB was issued on July 17, 2012, with an opening date of August 14, 2012. A pre-bid meeting to provide information to the bidders submitting a response was held on July 24, 2012.

The Florida Online Bid System issued bid notices to 59 prospective bidders. In Addition, the Procurement Division issued notices to seven (7) prospective bidders via mail, e-mail, and fax transmission, which resulted in the receipt of following three (3) bids:

1. Artemisa Fence & Ornamental
2. Guaranteed Fence Corp.
3. Ronald M. Gibbons, Inc.

On August 20, 2012, the bid submissions were reviewed by the Technical Review Panel (the Panel) which included the following individuals:

- Martha Torres, Warehouse Supervisor, Public Works Department
- Carlos Da Cruz, Office Associate V, Parks and Recreation Department
- Herman Fung, Property Mgt Contracts Coordinator, Property Maintenance Division
- Thais Vieira, Capital Project Coordinator, CIP Office

On August 30, 2012 the Panel convened again and the following staff members were in attendance:

- Herman Fung, Property Management Contracts Coordinator, Property Maintenance Division
- Martha Torres, Public Works Department, Warehouse Supervisor
- Thais Vieira, Capital Project Coordinator, CIP Office
- Kevin Smith, Parks and Recreation, Director
- Julio Magrisso, Parks and Recreation, Assistant Director

After review of the bids received, the Review Panel recommended awarding contracts to the following vendors:

- Ronald M. Gibbons, Inc., as Primary
- Artemisa Fence & Ornamentals.; Secondary and:
- Guaranteed Fence Corp.; Tertiary

Bidders were asked to submit fixed unit prices for each group, see attachment "A" for Unit Price Tabulation. Projects will be awarded to the lowest bidder per group. However, the City can utilize the second-lowest bidder, if the lowest bidder for any group is unavailable.

Before a project is assigned to a specific company, the user department will provide the Procurement Division with the job specification in order to anticipate and calculate all fence materials, posts, and gates required for the completion of the project. Each project will be awarded to the lowest responsive bidder based on the combination of all materials required. Property Management Division shall also be responsible for the inspection and verification of all materials to ensure that they conform to the specifications required on the site.

**The award per groups is as follows:**

Description	Recommended
Group I Galvanized Chain Link Fence	Ronald M. Gibbons, Inc.
Group II Vinyl Coated Chain Link Fence	Ronald M. Gibbons, Inc.
Group III Chain Link Gates All Galvanized	Ronald M. Gibbons, Inc.
Group IV Chain Link Gates All vinyl Coated	Ronald M. Gibbons, Inc.
Group V Chain Link Gates All	Ronald M. Gibbons, Inc.
Group VI Chain Link Gates All Vinyl Coated	Artemisa Fence & Ornamental
Group VII Temporary Chain Link Fence Galvanized	Ronald M. Gibbons, Inc
Group VIII Wind Green Black or Green 75% Block	Ronald M. Gibbons, Inc.
Group IX Stationary Bollard Posts	Artemisa/Guaranteed
Group X Removable Bollard with Bottom Sleeve	Artemisa Fence & Ornamental
Group XI Core Drilling up to 12" Slab per Hole Cost	Artemisa Fence & Ornamental
Group XII Miscellaneous On Site Welding either Galvanized or Aluminum	Ronald M. Gibbons, Inc.
Group XIII Fence Removal and Disposal up to 10 ft.	Artemisa Fence & Ornamental
Group XIV Aluminum Pickett Fence	Ronald M. Gibbons, Inc
Group XV Aluminum Swing Gates	Artemisa Fence & Ornamental
Group XVI Wood Fences	Ronald M. Gibbons, Inc
Group XVII Wood Fence Single or Double Gates	Artemisa Fence & Ornamental
Group XVIII Emergency Work	Ronald M. Gibbons, Inc
Group XIX Sand	Ronald M. Gibbons, Inc.
Group XX Miscellaneous Work	Ronald M. Gibbons, Inc.
Group XXI End/Corner Post	Ronald M. Gibbons, Inc.
Group XXII Rental of Portable Self-Standing	Artemisa Fence & Ornamental

In a letter dated August 22, 2012 Guaranteed Fence Corp. notified the City that they declined the City's recommendation to provides service only for Group 7, 11, 15 and 17 ( Attachment 3). As a result, the next lowest bidder is being recommended for award as noted above.

Ronald M. Gibbons, Inc.

Ronald M. Gibbons, Inc. has been in business for 40 years and has successfully completed projects in residential, commercial, institutional sectors. Ronald M. Gibbon, Inc. was highly rated on their performance evaluation surveys and comments were provided highlighting the company's professionalism, responsiveness, and ability to provide fencing services even under emergency circumstances.

Ronald M. Gibbons, Inc. provides similar services to the following entities:

City of Miami Gardens;  
RRC Development Company;  
WPBT Channel 2; and  
City of Miramar

Artemisa Fence & Ornamental

Artemisa Fence & Ornamental has been in business for over 25 years and has provided fencing services to the Property Management Division for over one (1) year. The Property Management Division has indicated that it is satisfied with their quality of work. Artemisa was highly rated on their performance evaluation surveys and noted as being reliable, dependable, and responsive while providing prompt service, even in emergency situations.

Artemisa Fence & Ornamental provides similar services to the following entities:

Lennar Homes;  
CC Monterra;  
Downrite Engineering;  
Continental Group; and  
City of Miami Beach

**INTERIM CITY MANAGER'S DUE DILIGENCE**

After considering the review and recommendation of City staff, the Interim City Manager exercised her due diligence and is recommending that the Mayor and the City Commission authorize the award as follows: Groups 1,2,3,4,5,7,8,12,14,16,18, 19, 20 and 21 to Ronald M. Gibbons, Inc.; and Groups 6,9,10,11,13,15,17, and 22 to Artemisa Fence & Ornamental.

**CONCLUSION**

Based on the aforementioned, the Administration recommends that the Mayor and City Commission accept the Interim City Manager's recommendation to award contracts to Groups 1,2,3,4,5,7,8,12,14,16,18,19,20 and 21 to Ronald M. Gibbons, Inc., and Groups 6,9,10,11,13,15,17,and 22 to Artemisa Fence & Ornamental, for Fencing Services pursuant to ITB No. 40-11/12, for an estimated budget total annual amount of \$90,000.

**Attachment A – Unit Price Tabulation**

<b>GROUP I: GALVANIZED CHAIN LINK FENCE</b>		<b>ARTEMISA FENCE &amp; ORNAMENTAL</b>	<b>GUARANTEED FENCE CORP.</b>	<b>RONALD M. GIBBONS, INC.</b>
<b>ITEM 1:</b>	<b>4' high chain link fence</b>			
	Up to 250' LF. per LF	\$11.00	\$14.00	\$9.55
	Up to 250' LF. per LF	\$11.00	\$14.00	\$9.25
<b>ITEM 2:</b>	<b>5' high chain link fence</b>			
	Up to 250' LF. per LF	\$13.00	\$16.00	\$11.50
	Over 250' LF. per LF	\$13.00	\$16.00	\$11.25
<b>ITEM 3:</b>	<b>6' high chain link fence</b>			
	Up to 250' LF. per LF	\$15.00	\$19.00	\$13.00
	Over 250' LF. per LF	\$15.00	\$19.00	\$12.50
<b>ITEM 4:</b>	<b>8' high chain link fence</b>			
	Up to 250' LF. per LF	\$19.00	\$22.00	\$16.50
	Over 250' LF. per LF	\$19.00	\$22.00	\$16.25
<b>ITEM 5:</b>	<b>10' high chain link fence</b>			
	Up to 250' LF. per LF	\$22.00	\$29.00	\$21.00
	Over 250' LF. per LF	\$22.00	\$29.00	\$20.00
<b>ITEM 6:</b>	<b>12' high chain link fence</b>			
	Up to 250' LF. per LF	\$24.00	\$30.00	\$24.00
	Over 250' LF. per LF	\$24.00	\$30.00	\$23.50
<b>ITEM 7:</b>	<b>Chain link fence misc items</b>			
	Up to 250' LF. per LF	\$6.00	\$7.00	\$4.25
	Over 250' LF. per LF	\$5.00	\$7.00	\$3.50
	<b>TOTAL GROUP I</b>	<b>\$219.00</b>	<b>\$274.00</b>	<b>\$196.05</b>

GROUP II: VINYL COATED CHAIN LINK FENCE		ARTEMISA FENCE & ORNAMENTAL	GUARANTEED FENCE CORP.	RONALD M. GIBBONS, INC.
<b>ITEM 8:</b>	<b>4' high chain link fence</b>			
	Up to 250' LF. per LF	\$14.00	\$17.00	\$11.60
	Over 250' LF. per LF	\$14.00	\$17.00	\$11.30
<b>ITEM 9:</b>	<b>5' high chain link fence</b>			
	Up to 250' LF. per LF	\$15.00	\$19.00	\$13.50
	Over 250' LF. per LF	\$15.00	\$19.00	\$13.20
<b>ITEM 10:</b>	<b>6' high chain link fence</b>			
	Up to 250' LF. per LF	\$17.00	\$25.00	\$15.20
	Over 250' LF. per LF	\$17.00	\$25.00	\$14.50
<b>ITEM 11:</b>	<b>8' high chain link fence</b>			
	Up to 250' LF. per LF	\$22.00	\$30.00	\$20.50
	Over 250' LF. per LF	\$22.00	\$30.00	\$19.00
<b>ITEM 12:</b>	<b>10' high chain link fence</b>			
	Up to 250' LF. per LF	\$29.00	\$35.00	\$27.00
	Over 250' LF. per LF	\$29.00	\$35.00	\$26.00
<b>ITEM 13:</b>	<b>12' high chain link fence</b>			
	Up to 250 LF. per LF	\$30.00	\$33.00	\$29.10
	Over 250' LF. per LF	\$30.00	\$33.00	\$28.10
<b>ITEM 14:</b>	<b>Chain link fence misc items</b>			
	Up to 250' LF. per LF	\$4.50	\$9.00	\$3.60
	Over 250' LF. per LF	\$4.50	\$9.00	\$3.60
	<b>TOTAL GROUP II</b>	<b>\$263.00</b>	<b>\$336.00</b>	<b>\$236.20</b>

GROUP III: CHAIN LINK GATES ALL GALVANIZED		ARTEMISA FENCE & ORNAMENTAL	GUARANTEED FENCE CORP.	RONALD M. GIBBONS, INC.
ITEM 15:	4' high x 4 wide per gate		\$250.00	\$138.00
ITEM 16:	4' high x 6 wide per gate	\$180.00	\$275.00	\$152.00
ITEM 17:	4' high x 8 wide per gate	\$200.00	\$300.00	\$166.00
ITEM 18:	5' high x 4 wide per gate	\$180.00	\$269.00	\$146.00
ITEM 19:	5' high x 6 wide per gate	\$200.00	\$300.00	\$166.00
ITEM 20:	5' high x 8 wide per gate	\$220.00	\$350.00	\$186.00
ITEM 21:	6' high x 4 wide per gate	\$200.00	\$275.00	\$187.00
ITEM 22:	6' high x 6 wide per gate	\$220.00	\$400.00	\$208.00
ITEM 23:	6' high x 8 wide per gate	\$240.00	\$450.00	\$229.00
ITEM 24:	6' high x 10 wide per gate	\$400.00	\$500.00	\$250.00
ITEM 25:	6' high x 12 wide per gate	\$450.00	\$500.00	\$272.00
<b>TOTAL GROUP III</b>				
		Artemisa stated an erroneous total of \$ 2,450.00	<b>\$3,869.00</b>	<b>\$2,100.00</b>
<b>GROUP IV: CHAIN LINK GATES ALL VINYL COATED</b>				
ITEM 26:	4' high x 4 wide per gate	\$190.00	\$250.00	\$166.00
ITEM 27:	4' high x 6 wide per gate	\$290.00	\$275.00	\$184.00
ITEM 28:	4' high x 8 wide per gate	\$390.00	\$300.00	\$202.00
ITEM 29:	5' high x 4 wide per gate	\$220.00	\$269.00	\$224.00
ITEM 30:	5' high x 6 wide per gate	\$220.00	\$300.00	\$246.00
ITEM 31:	5' high x 8 wide per gate	\$290.00	\$350.00	\$267.00
ITEM 32:	6' high x 4 wide per gate	\$220.00	\$275.00	\$247.00
ITEM 33:	6' high x 6 wide per gate	\$350.00	\$400.00	\$270.00
ITEM 34:	6' high x 8 wide per gate	\$400.00	\$450.00	\$291.00
ITEM 35:	6' high x 10 wide per gate	\$440.00	\$500.00	\$316.00
ITEM 36:	6' high x 12 wide per gate	\$490.00	\$500.00	\$338.00
<b>TOTAL GROUP IV</b>				
		Artemisa stated an erroneous total of \$3,140	<b>\$3,500.00</b>	<b>\$2,751.00</b>

GROUP V: CHAIN LINK GATES ALL GALVANIZED		ARTEMISA FENCE & ORNAMENTAL	GUARANTEED FENCE CORP.	RONALD M. GIBBONS, INC.
ITEM 37:	8' high per LF	\$40.00	\$80.00	\$38.00
ITEM 38:	10' high per LF	\$50.00	\$90.00	\$47.50
ITEM 39:	12' high per LF	\$60.00	\$100.00	\$57.00
<b>TOTAL GROUP V</b>		<b>\$150.00</b>	<b>\$270.00</b>	<b>\$142.50</b>
GROUP VI: CHAIN LINK GATES ALL VINYL COATED				
ITEM 40:	8' high per LF	\$70.00	\$80.00	\$80.00
ITEM 41:	10' high per LF	\$75.00	\$90.00	\$88.00
ITEM 42:	12' high per LF	\$85.00	\$100.00	\$96.00
<b>TOTAL GROUP VI</b>		<b>\$230.00</b>	<b>\$270.00</b>	<b>\$264.00</b>
GROUP VII: TEMPORARY CHAIN LINK GALVANIZED				
ITEM 43:	6' high per LF	\$6.00	\$7.00	\$3.80
ITEM 44:	8' high per LF	\$10.00	\$10.00	\$5.80
ITEM 45:	6'x6' single gate per gate	\$60.00	\$50.00	\$100.00
ITEM 46:	6'x20' double gate per gate	\$300.00	\$200.00	\$250.00
ITEM 47:	8'x6' single gate per gate	\$150.00	\$100.00	\$100.00
ITEM 48:	8'x20' double gate per gate	\$500.00	\$200.00	\$250.00
<b>TOTAL GROUP VII</b>		<b>\$1,026.00</b>	<b>\$567.00</b>	<b>\$709.60</b>
GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK				
ITEM 49:	4' high per LF	\$4.00	\$3.80	\$2.50
ITEM 50:	5' high per LF	\$4.00	\$3.80	\$3.00
ITEM 51:	6' high per LF	\$4.00	\$4.20	\$3.60
ITEM 52:	8' high per LF	\$4.00	\$4.20	\$4.80
ITEM 53:	10' high per LF	\$10.00	\$9.00	\$8.00
ITEM 54:	12' high per LF	\$10.00	\$9.00	\$9.50
<b>TOTAL GROUP VIII</b>		<b>\$36.00</b>	<b>\$34.00</b>	<b>\$31.40</b>
GROUP IX: STATIONARY BOLLARD POSTS				
ITEM 55:	4" OD per bollard	\$150.00	\$150.00	\$160.00
ITEM 56:	6" OD per bollard	\$250.00	\$250.00	\$260.00
<b>TOTAL GROUP IX</b>		<b>\$400.00</b>	<b>\$400.00</b>	<b>\$420.00</b>

<b>GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE</b>				<b>ARTEMISA FENCE &amp; ORNAMENTAL</b>	<b>GUARANTEED FENCE CORP.</b>	<b>RONALD M. GIBBONS, INC.</b>
ITEM 57:	4" OD per bollard			\$200.00	\$300.00	\$210.00
ITEM 58:	6" OD per bollard			\$350.00	\$400.00	\$380.00
<b>TOTAL GROUP X</b>				<b>\$550.00</b>	<b>\$700.00</b>	<b>\$590.00</b>
<b>GROUP XI: CORE DRILLING UP TO 12' THICK SLAB PER HOLE</b>						
ITEM 59:	2" hole			\$10.00	\$10.00	\$9.00
ITEM 60:	4" hole			\$10.00	\$10.00	\$10.00
ITEM 61:	6" hole			\$10.00	\$10.00	\$12.00
ITEM 62:	8" hole			\$14.00	\$10.00	\$20.00
<b>TOTAL GROUP XI</b>				<b>\$44.00</b>	<b>\$40.00</b>	<b>\$51.00</b>
<b>GROUP XII: ON SITE WELDING (GALVANIZED OR ALUMINUM</b>						
ITEM 63:	Include set up cost - hourly rate)			\$150.00	\$80.00	\$48.00
<b>TOTAL GROUP XII</b>				<b>\$150.00</b>	<b>\$80.00</b>	<b>\$48.00</b>
<b>GROUP XIII: FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH</b>						
ITEM 64:	Under 250' LF. per LF			\$2.50	\$4.00	\$3.50
ITEM 65:	Over 250' LF. per LF			\$2.50	\$4.00	\$3.50
<b>TOTAL GROUP XIII</b>				<b>\$5.00</b>	<b>\$8.00</b>	<b>\$7.00</b>
<b>GROUP XIV: ALUMINUM PICKET FENCE</b>						
ITEM 66:	4' high					
	Up to 250' LF. per LF			\$35.00	\$50.00	\$28.50
	Over 250' LF. per LF			\$35.00	\$50.00	\$25.00
ITEM 67:	5' high					
	Up to 250' LF. per LF			\$40.00	\$55.00	\$33.00
	Over 250' LF. per LF			\$40.00	\$55.00	\$29.50
ITEM 68:	6' high					
	Up to 250' LF. per LF			\$45.00	\$70.00	\$40.50
	Over 250' LF. per LF			\$45.00	\$70.00	\$37.50
ITEM 69:	round top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot			\$0.60	\$7.00	\$2.00
<b>TOTAL GROUP XIV</b>				<b>\$240.60</b>	<b>\$357.00</b>	<b>\$196.00</b>

GROUP XV: ALUMINUM SWING GATES		ARTEMISA FENCE & ORNAMENTAL	GUARANTEED FENCE CORP.	RONALD M. GIBBONS, INC.
ITEM 70:	4' high per LF	\$48.00	\$50.00	\$46.00
ITEM 71:	5' high per LF	\$50.00	\$50.00	\$50.00
ITEM 72:	6' high per LF	\$70.00	\$60.00	\$61.00
ITEM 73:	8' high per LF	\$75.00	\$70.00	\$75.00
ITEM 74:	10' high per LF	\$80.00	\$50.00	\$94.00
<b>TOTAL GROUP XV</b>		<b>\$323.00</b>	<b>\$280.00</b>	<b>\$326.00</b>
GROUP XVI: WOOD FENCES				
ITEM 75:	4' high			
	Up to 100' LF. per LF	\$18.00	\$20.00	\$15.00
	Up to 200' LF. per LF	\$16.00	\$15.00	\$14.00
	Over 200' LF. per LF	\$16.00	\$15.00	\$13.00
ITEM 76:	6' high			
	Up to 100' LF. per LF	\$18.00	\$25.00	\$20.00
	Up to 200' LF. per LF	\$18.00	\$20.00	\$17.50
	Over 200' LF. per LF	\$18.00	\$20.00	\$17.00
<b>TOTAL GROUP XVI</b>		<b>\$104.00</b>	<b>\$115.00</b>	<b>\$96.50</b>
GROUP XVII: WOOD FENCE SINGLE OR DOUBLE GATES				
ITEM 77:	4' high per LF	\$20.00	\$20.00	\$30.00
ITEM 78:	6' high per LF	\$30.00	\$20.00	\$33.00
ITEM 79:	Miscellaneous additional cost per linear foot	\$5.00	\$10.00	\$3.00
<b>TOTAL GROUP XVII</b>		<b>\$55.00</b>	<b>\$50.00</b>	<b>\$66.00</b>
GROUP XVIII: EMERGENCY WORK				
ITEM 80:	4' high per LF	\$2.00	\$5.00	\$1.80
ITEM 81:	5' high per LF	\$2.00	\$5.00	\$1.80
ITEM 82:	6' high per LF	\$3.00	\$5.00	\$2.00
ITEM 83:	8' high per LF	\$3.00	\$5.00	\$2.80
ITEM 84:	10' high per LF	\$3.00	\$5.00	\$3.00
ITEM 85:	12' high per LF	\$3.00	\$5.00	\$3.50
<b>TOTAL GROUP XVIII</b>		<b>\$16.00</b>	<b>\$30.00</b>	<b>\$14.90</b>

GROUP XIX: SAND FENCE	ARTEMISA FENCE & ORNAMENTAL	GUARANTEED FENCE CORP.	RONALD M. GIBBONS, INC.
ITEM 86:	50' LF Dunne Fence (rolls)		
	Up to 100/rolls per roll	\$75.00	\$58.00
	Over 100/rolls per roll	\$75.00	\$56.00
ITEM 87	sand fence installed onto 4"x4"8" pressure treated		
	Up to 5,000' lf per LF	\$10.00	\$5.00
	Over 5,000' lf per LF.	\$10.00	\$4.50
	<b>TOTAL GROUP XIX</b>	<b>\$170.00</b>	<b>\$123.50</b>
GROUP XX: MISCELLANEOUS WORK			
ITEM 88:	4' high per LF	\$10.00	\$7.00
ITEM 89:	5' high per LF	\$10.00	\$8.00
ITEM 90:	6' high per LF	\$15.00	\$9.00
ITEM 91:	8' high per LF	\$15.00	\$10.00
ITEM 92:	10' high per LF	\$15.00	\$12.00
ITEM 93:	<b>20 ft high metal line post, 3 inch</b>		
	Cost per post every 10'ft (up to 100'	\$250.00	\$210.00
	Cost per post every 10'ft (up to 300'	\$250.00	\$210.00
	Cost per post every 10'ft (up to 500'	\$250.00	\$210.00
ITEM 94:	<b>20'ft high skirt</b>		
	10'ft across x 20' high (up to 100')	\$50.00	\$32.00
	10'ft across x 20' high (up to 300')	\$50.00	\$24.00
	10'ft across x 20' high (up to 500')	\$50.00	\$24.00
	<b>TOTAL GROUP XX</b>	<b>\$965.00</b>	<b>\$756.00</b>

GROUP XXI: END CORNER POST		ARTEMISA FENCE & ORNAMENTAL	GUARANTEED FENCE CORP.	RONALD M. GIBBONS, INC.
<b>End / Corner Post Schedule 40 pipe galvanized</b>				
ITEM 95:	4'	\$30.00	\$10.00	\$40.00
ITEM 96:	5'	\$30.00	\$10.00	\$20.00
ITEM 97:	6'	\$35.00	\$10.00	\$80.00
ITEM 98:	7'	\$30.00	\$10.00	\$50.00
ITEM 99:	8'	\$40.00	\$10.00	\$106.00
ITEM 100:	9'	\$40.00	\$10.00	\$30.00
ITEM 101:	10'	\$50.00	\$10.00	\$126.00
ITEM 102:	11'	\$50.00	\$10.00	\$50.00
ITEM 103:	12'	\$60.00	\$10.00	\$126.00
<b>End / Corner Post Schedule 40 pipe vinyl coated</b>				
ITEM 104:	4'	\$45.00	\$10.00	\$55.00
ITEM 105:	5'	\$48.00	\$10.00	\$45.00
ITEM 105:	5'	\$50.00	\$10.00	\$93.00
ITEM 107:	7'	\$50.00	\$10.00	\$55.00
ITEM 108:	8'	\$60.00	\$10.00	\$121.00
ITEM 109:	9'	\$50.00	\$10.00	\$45.00
ITEM 110:	10'	\$60.00	\$10.00	\$143.00
ITEM 111:	11'	\$50.00	\$10.00	\$60.00
ITEM 112:	12'	\$70.00	\$10.00	\$165.00
<b>TOTAL GROUP XXI</b>		<b>\$848.00</b>	<b>\$180.00</b>	<b>\$1,410.00</b>
<b>GRAND TOTAL (ALL GROUPS)</b>		<b>\$11,705.10</b>	<b>\$12,864.00</b>	<b>\$10,535.65</b>

GROUP XXII RENTAL OF PORTABLE SELF-STANDING		ARTEMISA FENCE & ORNAMENTAL	GUARANTEED FENCE CORP.	RONALD M. GIBBONS, INC.
<b>Portable Temporary Construction Panels 6ft H x 6ft W Per LF</b>				
Daily		\$6.00	\$5.00	\$36.00
Weekly		\$6.00	\$30.00	\$36.00
Monthly		\$6.00	\$100.00	\$36.00
<b>Portable Temporary Construction Panels with Gate 6ft H x 6ft W Per LF</b>				
Daily		\$6.00	\$5.00	\$136.00
Weekly		\$6.00	\$30.00	\$136.00
Monthly		\$6.00	\$100.00	\$136.00
<b>Portable Temporary Construction Panel 8ft H x 12ft W Per LF</b>				
Daily		\$7.00	\$7.00	\$96.00
Weekly		\$7.00	\$45.00	\$96.00
Monthly		\$7.00	\$120.00	\$96.00
<b>Portable Temporary Construction Panel with Gate 8ft H x 12ft W Per LF</b>				
Daily		\$7.00	\$5.00	\$246.00
Weekly		\$7.00	\$30.00	\$246.00
Monthly		\$7.00	\$100.00	\$246.00
		<b>\$78.00</b>	<b>\$577.00</b>	<b>\$1,542.00</b>

**GUARANTEED FENCE CORP.**  
1091 EAST 26<sup>TH</sup> STREET  
HIALEAH, FL 33013  
O: (786) 318-0880 F: (786) 318-0881

August 22, 2012

Shirley L. Thomas  
City of Miami Beach Procurement Division  
1700 Convention Center Drive,  
Miami Beach, FL 3319  
O: (305) 673-7000 Ext. 3455  
F: (305) 673-4011

RE: ITB-40-11/12 Fencing Services Bld Submission

Dear Ms. Thomas,

We are in receipt of your recommendation for groups 7, 11, 15 & 17 of the above referenced bid and at this time we respectfully decline said recommendations.

We would like to thank you for your recommendations but at this time we feel it is our responsibility as a contractor whom has performed work for you on the previous contract to advise the City that selecting multiple contractors to handle certain aspects could have a negative impact for the City. It has been our experience that when different contractors mix a scope of work, there are certainties that will occur. They are as follows:

1. Material and material colors will never match and as such will not be up to the high standards and quality workmanship that the City of Miami Beach sets forth on all of their projects.
2. Another example of conflicts that you are certain to run into would be if a contractor creates what is to be an opening for a 12'-0" gate and said opening is either too small or too large, this in turn will create issues that can be easily avoided by awarding the entire contract to one contractor.

We are sure that we can come up with many more conflicts that will occur when breaking up the contract in the manner that you are choosing but that is not what we are trying to achieve. What we are trying to bring forth is that as in the previous contract (#12-08/09), Murray Fence, Sunrise Security

Agency and Guaranteed Fence were all awarded the contract in the order of lowest bid provided at the time of procurement. Said contractors were not able to provide acceptable quality of work that met your standards and as such, Guaranteed Fence spent the balance of the previously mentioned contract fixing all of the work that was not up to the City's high standards. Guaranteed Fence was able to provide timely and quality workmanship that was required and expected that was not provided by the contractors whom had the lower bid proposals. Our quality of work can be attested to by the following people that we have done work with through the years for the City of Miami Beach:

1. Rhonda Gracie (Greenspace Management)
2. Carlos Da Cruz (Parks & Recreation)
3. Julio Margrisso (Greenspace Management)
4. Jose Izquierdo (Property Management)
5. Domingo Macias (Parks & Recreation)
6. Martha Torres (Public Works)
7. Thais Viera (Capital Improvements)

Please consider speaking to these individuals in regards to how this contract and whom this contract is being awarded to as we feel that the City is about to walk in through the same door as was done in the previous contract. We have provided competitive pricing and we have concerns the lower pricing provided could in the future provide financial issues.

In closing, we would also like to state that nowhere in the solicitation provided at the time of the bid does it state that the City would be awarding certain items and not the contract in its entirety. We want to thank you for the opportunity to continue to work with the City of Miami Beach which we hold in the highest of regards. We wish to remain on your bidder's list as we wish to continue working with you in the future. Thank you for your time and please feel free to contact us with any questions or comments you may have.

Respectfully,



Jorge L. Gomez  
President  
Guaranteed Fence Corp.

# INVITATION TO BID

## **FENCING SERVICES**

**ITB NO. 40-11/12**

**BID ISSUANCE: July 17, 2012**  
**BID OPENING: August 14, 2012 AT 3:00 P.M.**

Shirley Thomas, CPPB  
PROCUREMENT DIVISION  
1700 Convention Center Drive, Miami Beach, FL 33139  
Phone: 305-673-7000 ex 6455  
Fax: 786-394-4011  
E-mail: [Shirleythomas@miamibeachfl.gov](mailto:Shirleythomas@miamibeachfl.gov)



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

PROCUREMENT DIVISION

Tel: 305-673-7490, Fax: 786-394-4011

## PUBLIC NOTICE

### Invitation to Bid No. 40-11/12

Sealed bids will be received by the City of Miami Beach Procurement Division, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until **3:00 p.m. on August 14, 2012** for:

### FENCING SERVICES

**ANY BIDS RECEIVED AFTER 3:00 PM ON AUGUST 14, 2012, WILL BE RETURNED TO THE BIDDER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING BIDS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE BIDDER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE. FACSIMILE, ELECTRONIC, OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

**PURPOSE:** The purpose of this bid is to establish a contract, by means of sealed bids with a qualified contractor for the supply of all labor, materials, tools, and equipment necessary, which to provide fencing services as the city.

**TERM:** The contract(s) entered into with the successful bidder(s) will have an initial term of **three (3) years**, and may be renewed at the sole discretion of the City, through its City Manager, for **two (2) additional one (1) year terms**,

A Pre-bid Meeting is scheduled for **July 24, 2012 at 10:00 a.m. at the following address:**

**City of Miami Beach  
City Manager's Small Conference Room  
1700 Convention Center Drive  
Miami Beach, Florida 33139**

Attendance (in person or via telephone) to this Pre-bid meeting is encouraged and recommended as a source of information, but is not mandatory. Bidders interested in participating in the pre-bid submission meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-877-960-3821 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 2355961# (note that number is followed by the pound (#) key).

Bidders, who are interested in participating via telephone please send an e-mail to [Shirleythomas@miamibeachfl.gov](mailto:Shirleythomas@miamibeachfl.gov), expressing your intent to participate via telephone at least one business day in advance of the meeting.

**CONTACT PERSON:** Any questions or clarifications concerning this Invitation to Bid shall be submitted to the Procurement Division in writing to Shirley Thomas, by e-mail [shirleythomas@miamibeachfl.gov](mailto:shirleythomas@miamibeachfl.gov), or facsimile; 786-394-4011 with a copy to the City Clerk's office Rafael E. Granado via e-mail: [Rafaelgranado@miamibeachfl.gov](mailto:Rafaelgranado@miamibeachfl.gov), or facsimile; 786-394-4188 The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification

must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach utilizes **BidNet** for automatic notification of bid opportunities and document fulfillment. This system allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: <http://www.govbids.com/scripts/panhandle/Public/home1.asp>. If you do not have Internet access, please call the **BidNet** support group at 800-677-1997 extension # 214.

Interested bidders who would like to know particulars of this and other bids for the City of Miami Beach should also view the City's Procurement Division's web page at <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>:

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- EQUAL BENEFITS ORDINANCE -- ORDINANCE NO. 2005-3494
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS -- ORDINANCE NO. 2003-3413 AND ORDINANCE NO. 2011-3747.
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES -- ORDINANCE NO. 2011-3748.

This bid is not to be construed as an offer by the City of Miami Beach. Bidders interested in pursuing this opportunity are urged to make such investigations and evaluations as they deem advisable, and to reach independent conclusions concerning statements made in this bid and any Addendum or Addenda issued pursuant thereto.

**THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE CITY, OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY BID, OR REJECT ANY AND/OR ALL BIDS.**

Sincerely,

Raul Aguila,  
Chief Deputy City Attorney  
For Procurement Division



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION  
Tel: 305-673-7490, Fax: 786.394.4011

## NOTICE TO PROSPECTIVE BIDDERS

ITB 40-11/12

### NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

### NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- Not responding due to workload issues.
- Not responding due to minimum experience requirements.
- Not responding due to specifications/scope of services.
- Not responding due to timely payment issues
- OTHER. (Please specify)

---



---



---

We do  do not  want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

**Note:** Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.

**FENCING SERVICES**  
**ITB NO. 40-11/12**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

An original, five (5) copies, and one (1) CD of the complete bid must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified in these General Conditions, and on the attached Special Conditions, Specifications, and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. **Facsimile, electronic, or e-mailed bids will not be accepted.**

**1.2 EXECUTION OF BID:**

The bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

**1.3 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**1.4 TAXES:**

The City of Miami Beach is exempt from all Federal Excise and State taxes. .

**1.5 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**1.6 CONDITION AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging

**1.7 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.8 BIDDER'S CONDITIONS:**

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach.

**1.9 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

The Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications.

**1.10 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

**1.11 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

**1.12 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

**1.13 INTERPRETATIONS:**

Any questions concerning conditions and specifications should be submitted, in writing to the Procurement Division to Shirley Thomas, e-mail: shirleythomas@miamibeachfl.gov; or facsimile 786-394-4011.

**1.14 BID OPENING:**

All bids received after the date and time for opening of bids specified in the ITB will be returned to the bidder unopened, and will not be considered. The responsibility for submitting bids before the stated time and date is solely the responsibility of the bidder. The City will not be responsible for delays caused by mail, courier service, or any other entity or occurrence. Facsimile, electronic, or e-mailed bids will not be accepted.

**1.15 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City. If the materials or services supplied to the City are found to be defective, or to not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

**1.16 PAYMENT:**

Payment will be made by the City after the items have been received, inspected, and found to comply with bid specifications, free of damage or defect and properly invoiced.

**1.17 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**1.18 LEGAL REQUIREMENTS:**

The Bidder shall be required to comply with all Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein (Applicable laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

**1.19 PATENTS & ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.20 OSHA:**

The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

**1.21 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.22 ANTI-DISCRIMINATION:**

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.23 AMERICAN WITH DISABILITIES ACT:**

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

**1.24 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

**1.25 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Miami Beach property to deliver materials or perform work or services as a result of a bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all applicable Federal, State of Florida, Miami-Dade County, and City of Miami Beach code, laws, ordinances and/or rules and regulations, including, without limitation, the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with the aforestated codes, laws, ordinance, and/or rules and regulations.

**1.26 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

**1.27 DEFAULT:**

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidder's list.

**1.28 CANCELLATION:**

In the event any of the provisions of this bid are violated by the contractor, the Procurement Division shall give written notice to the bidder stating the deficiencies and unless deficiencies are corrected within ten (10) days, from the date of the City's notice, the City through its City Manager, may declare the contract in default and terminate same without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate any contract at any time and for any

reason without cause and for convenience and without any monetary liability to the City, upon giving thirty (30) days prior written notice to the bidder.

**1.29 BILLING INSTRUCTIONS:**

Invoices unless otherwise indicated, must show purchase order number and shall be submitted to the ordering City department.

**1.30 VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:**

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 .m.

**1.31 SUBSTITUTIONS:**

The City WILL NOT accept substitute shipments of any kind. Bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

**1.32 FACILITIES:**

The City, through its City Manager or his/her authorized designee, reserves the right to inspect the Bidder's facilities at any time, upon reasonable prior written or verbal notice.

**1.33 PROTEST PROCEDURES:**

Bidders that are not selected may protest any recommendation for contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

**1.34 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If a bidder is in doubt as to the true meaning of the Specifications or other bid documents, or any part thereof, the bidder must submit to the City, at least ten (10) calendar days prior to the scheduled bid opening date, a request for clarification.

Any interpretation of the bid, if made, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Form. Failure to acknowledge Addendum may deem a bid non-responsive. All responses to questions/clarifications will be sent to bidders in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** The City will not be responsible for any other explanation or interpretation made verbally or in writing by any City representative.

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing to the Procurement Division to Shirley Thomas, via e-mail [shirleythomas@miamibeachfl.gov](mailto:shirleythomas@miamibeachfl.gov) or facsimile 786-394-4011 with a copy to the City Clerk [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov). The bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

**1.35 DEMONSTRATION OF COMPETENCY:**

1) Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions of this bid.

The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

2) The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.

3) The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City. Any conflicts between this material information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.

4) The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection 1.37.

**1.36 DETERMINATION OF AWARD:**

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

**1.37 ASSIGNMENT:**

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

**1.38 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all applicable laws.

**1.39 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**1.40 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the items specifically listed in this bid from the successful bidder. However, items that are to be a "Spot Market" Purchase may be purchased by other methods (i.e. Federal, State or local contracts).

**1.41 ELIMINATION FROM CONSIDERATION:**

This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**1.42 WAIVER OF INFORMALITIES:**

The City reserves the right to waive any informalities or irregularities in this bid.

**1.43 ESTIMATED QUANTITIES:**

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

**1.44 COLLUSION:**

Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.

Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

**1.45 DISPUTES:**

In the event of a conflict between the bid documents, the order of priority of the documents shall be as follows:

- Any contract or agreement resulting from the award of this Bid (if applicable); then
- Addendum issued for this with the latest Addendum taking precedence; then
- The Bid; then
- The bidder's bid in response hereto

**1.46 REASONABLE ACCOMMODATION:**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Public Works Department at (305) 673-7080.

**1.47 GRATUITIES:**

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this bid.

**1.48 SIGNED BID CONSIDERED AN OFFER:**

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. In case of default on the part of the successful bidder, after such acceptance, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

**1.49 TIE BIDS:**

In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required at the time of Bid submission.

**1.50 PUBLIC ENTITY CRIMES (PEC):**

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

**1.51 DELIVERY TIME:**

Bidders shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges will be accepted, i.e.; 12-14 days will be accepted.

**1.52 CONE OF SILENCE**

This bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk via e-mail [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov).

**PURSUANT TO THE CITY'S CONE OF SILENCE ORDINANCE, AS CODIFIED IN SECTION 2-486 OF THE CITY CODE, BIDDERS ARE ADVISED THAT ORAL COMMUNICATIONS BETWEEN THE BIDDERS, OR THEIR REPRESENTATIVES AND 1) THE MAYOR AND CITY COMMISSIONERS AND THEIR RESPECTIVE STAFF; OR 2) MEMBERS OF THE CITY'S ADMINISTRATIVE STAFF (INCLUDING BUT NOT LIMITED TO THE CITY MANAGER AND HIS STAFF); OR 3) EVALUATION COMMITTEE MEMBERS, IS PROHIBITED.**

**1.53 TERMINATION FOR DEFAULT**

If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.56.

**1.54 TERMINATION FOR CONVENIENCE OF CITY**

The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

**1.55 INSURANCE AND INDEMNIFICATION:**

(See Check List for applicability to this contract)

The successful bidder shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The bidder shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the bidder is acting as an independent contractor, and not as an agent or employees of the City.

The successful bidder, at all times during the full term of the contract, shall comply with the following requirements:

No change or cancellation in insurance shall be made without thirty (30) days written notice

to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.

Original signed certificates of insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City's Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the successful bidder must submit updated certificates of insurance for as long a period as any work and/or services are still in progress.

It is understood and agreed that all policies of insurance provided by the bidder are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work and/or services performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

**The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public, in and up to the amount of \$1,000,000.00, for each occurrence and for all damages to the property of others, in and up to the amount of \$1,000,000.00, for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.**

The foregoing indemnity shall apply to any and all claims and suits other than claims and suits arising out of the gross negligence or willful misconduct of the City of Miami Beach, its officers, agents, and employees.

The bidder will notify its insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The bidder will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The bidder will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any section of this contract. Bidder shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by it as it is for acts and omissions of persons directly employed by it.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract in default and proceed to terminate same. Please note that the City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

**1.56 MODIFICATION/WITHDRAWALS OF BIDS:**

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered. Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of Bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

**1.57 EXCEPTIONS TO BID**

Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this bid. Bidders who fail to satisfy the requirements in this bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this BID and you are proposing alternatives to said requirements, you must notify the Procurement Office in writing at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

**1.58 FLORIDA PUBLIC RECORDS LAW**

Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier.

**1.59 MIAMI BEACH BASED VENDORS**

A preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest and best bidder, an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach-based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

**1.60 VETERAN BUSINESS ENTERPRISES**

The City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an bid or oral or written request for

quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

## **FENCING SERVICES**

**ITB No. 40-11/12**

### **2.0 SPECIAL CONDITIONS**

#### **2.1 PURPOSE:**

The purpose of this bid is to establish a contract, by means of sealed bids with a qualified vendor (s) to provide fencing services as specified herein.

#### **2.2 TERM OF CONTRACT:**

This Contract shall remain in effect for a period of **three (3) years** from date of contract execution by the Mayor and City Clerk.

**2.2.1** Providing the successful bidders (s) will agree to maintain the same price, terms and conditions of the current contract, this contract may be renewed at the sole discretion of the City, through its City manager, for **two (2) additional one (1) year** terms, if mutually agreed upon by both parties.

**2.2.2** In the event that the contract is held beyond the term herein provided it shall only be from a month-to month basis only and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

#### **2.3 METHOD OF AWARD:**

Award of this contract will be made to the Lowest and Best Bidder, as defined in General Conditions 1.36, whose bid will be the most advantageous to the City of Miami Beach.

Bidders do not have to bid on all Groups to be considered for award. The City reserves the right to award per group and/or multiple bidders, if deemed in the best interest of the City.

#### **2.4 PAYMENT:**

Invoices for payment will be submitted as inspections and/or repairs have been completed for the duration of contract. Invoices will be subject to verification and approval by Property Management; Contract Administrator, or his/her designated representative.

#### **2.5 SHIPPING TERMS:**

Prices shall include freight to City's premises, and shall be F.O.B. Destination. The successful bidder shall hold title to the goods until such time as they are delivered, installed and accepted by an authorized City representative.

#### **2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contract term. The City is also interested in receiving bids that include flexible pricing terms that provide the City with maximum options and flexibility as regulatory and marketplace changes take place.

#### **2.6.1 OPTION TO RENEW WITH PRICE ADJUSTMENT:**

The contract may be extended at the sole discretion of the City, through its City Manager,

for **two (2) additional one (1) year terms**, if mutually agreed upon by both parties. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. Change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the contract.

It is the successful bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the successful bidder's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The bidder adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the successful bidder, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

**2.7 REFERENCES (PROVIDE REFERENCES, IN THE CUSTOMER REFERENCE FORM)**

Each bid must be accompanied by a minimum of five (5) references of clients or government organizations for which the bidder is currently furnishing or has furnished similar services. Reference shall include the name of the company, a contact person, the telephone number and e-mail address. Should this information be omitted, the City reserves the right to request the omitted information.

**2.8 RESPONSE TIME:**

Failure to respond to a service call within the specified time may result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor. This will be discussed in detail at the pre-performance conference

**2.9 ADDITIONS/DELETIONS OF FACILITIES:**

Although this Solicitation may identify facilities to be serviced, it is hereby agreed and understood that any facility may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, successful bidder(s) under this contract shall be invited to submit price quotes for these new facilities. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible bidder(s) meeting specifications in the best interest of the City and a separate purchase order shall be issued by the City.

**2.10 LIQUIDATED DAMAGES:**

Failure to complete work order within the specified time may result in the successful bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all costs associated with the services performed by a secondary vendor.

**2.11 WARRANTY/GUARANTEE:**

The successful bidder will be required to warranty all equipment and parts supplied for a period of one (1) year. The successful bidder will be required to guarantee all work performed for repair for a minimum of one (1) year.

**2.12 HOURLY RATE:**

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, fuel, and any other cost to the bidder. Hourly labor rates are specified as follows:

**Hourly Labor Rate I** – hourly rate for straight time repairs, i.e. from 8:00 a.m. to 5:00 p.m. Monday – Friday (rate to include labor and travel, parts are not included).

**Hourly Labor Rate II** - hourly rate for overtime repairs, i.e. before 8:00 a.m. or after 5:00 p.m., or on weekends or holidays (rate to include labor and travel, parts not included.)

Contract will not be paid at over time hourly labor rate(s) unless specific authorization is obtained from the Property Management’s Contract Administrator.

**2.13 PARTS AND SUPPLIES AT COST:**

Bids for parts and supplies shall be submitted at the successful bidder’s cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified, and dated as to issuance and effectiveness.

**2.14 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

**2.15 FACILITY LOCATION:** N/A

**2.16 PURCHASE OF ITEMS NOT LISTED WITHIN THIS SOLICITATION:**

While the City has listed all major items on the bid, there may be additional items or services that must be requested by the City during the term of this contract. Under these circumstances, the successful bidder(s) shall be invited to submit price quotes for the additional items or services. The City reserves the right to award these items to the lowest responsible bidder or to bid the items through a separate solicitation, as deemed in the best interest of the City.

**2.17 MIAMI-DADE/STATE CONTRACTS:**

The City reserves the right to purchase supplies such as the ones specified in this contract from Miami Dade County or State Contract Vendors should it be determined that it is in the City’s best interest.

**2.18 CUSTOMER SERVICE:**

Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City’s “Service Excellence” standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder’s employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

**2.19 EQUAL BENEFITS ORDINANCE:**

Bidders are advised that any contract awarded pursuant to this Invitation to Bid shall be subject to the applicable provisions of Ordinance No. 2005-3494, entitled “Requirement for City Contractors to Provide Equal Benefits for Domestic Partners (the “Ordinance”).” The

Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

**All bidders shall complete and return, with their bids, the "Declaration: Non-discrimination in Contracts and Benefits" form contained herein.**

The City shall not enter into any contract unless the bidder certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his designee determines that the contractor has made reasonable yet unsuccessful effort to provide Equal Benefits. The vendor shall complete and return the "Reasonable Measures Application" contained herein, and the Cash Equivalent proposed.

It is important to note that Contractors are considered in compliance if Contractor provides benefits neither to employees' spouses nor to employees' Domestic Partners.

**Attached to this ITB please find the following documents that need to be returned to the City with your with your bid, of if omitted as part of your bid submission, within five (5) calendar days after receipt of written request from the City:**

- **Declaration: Nondiscrimination in Contracts and Benefits Form**
- **Reasonable Measures Application Form**
- **Substantial Compliance Authorization Form**

#### **2.20 COMPLIANCE WITH CITY'S LIVING WAGE LAW:**

Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Bidders shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2011-12 (October 1, 2011), the hourly living wage rate will be \$10.72/hr with health benefits, and \$12.17/hr without benefits; and
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Bidders/Proposers' failure to comply with this provision shall be deemed a material breach under this BID/RFP, under which the City may, at its sole option, immediately deem said bidder/proposer as non-responsive, and may further subject bidder/proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. The attached Living Wage Certification form must be executed and submitted as part of your bid/proposal, or if omitted, within five (5) calendar days upon receipt of request from the City.

Should the Mayor and City Commission decide to index the Living Wage rates in September

of 2013, then the City will notify all contractors/vendors subject to the Living Wage requirements, of such living wage increase; whether the proposed increase will result in a proportionate increase to their contract rates/cost; and; if yes, what are the requested revised billing rates.

It is important to note that the City will **ONLY** allow for an increase to the billing rates proportionate to the living wage increase, plus pertinent taxes (FICA and MICA).

**2.21 REQUIREMENTS FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS:**

The contract awarded pursuant to this RFP is subject to the City's Equal Benefits Ordinance (as adopted pursuant to Ordinance No. 2005-3494, and as codified in Section 373 of the City Code entitled, "Requirement for City Contractors to Provide Equal Benefits for Domestic Partners; and hereafter referred to as the "Ordinance").

The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

The City shall not enter into any contract unless the bidder certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his designee determines that the Contractor has made reasonable yet unsuccessful effort to provide Equal Benefits. The Contractor shall complete and return the "Reasonable Measures Application" contained herein, and the Cash Equivalent proposed.

It is important to note that Contractors are considered in compliance if Contractor provides benefits neither to employees' spouses nor to employees' Domestic Partners.

**Attached to this BID please find the following documents that need to be returned to the City with your Bid, or if omitted as part of your Bid submission, within five (5) calendar days after receipt of written request from the City:**

- **Declaration: Nondiscrimination in Contracts and Benefits Form**
- **Reasonable Measures Application Form**
- **Substantial Compliance Authorization Form**



**FENCING SERVICES**  
**ITB # 40-11/12**

**3.0 MINIMUM SPECIFICATIONS**

**3.1 GENERAL**

The purpose of this bid is to establish a contract, by means of sealed bids, for the purchase of parts, supply and repair services to include all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified herein, from a source(s) of supply that will give prompt and efficient service.

**3.2. SCOPE OF SERVICES**

Successful bidder(s) will be required to provide fencing services to the Public Works, Parks and Recreation, and other City Departments. The City will issue purchase Orders to the selected vendor(s) for the provision of labor, transportation, materials, tools, and equipment necessary to provide fencing services on an as needed basis throughout the year, as specified in bid proposal (**Groups I through XX**).

Successful bidders must install new fencing or be able to provide replacing parts, and/or to repair the existing fencing. Replacing parts must be equal parts, different parts are not acceptable.

Service must be provided from Monday thru Friday, from 8:30 AM until 5:00 PM on any service. (Excluding holidays)

Service must be initiated and completed within two (2) working days, unless otherwise specified.

**FURNISH AND INSTALL REQUIREMENTS**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

**LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and Approval of the City's Project Manager.

**LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

- 3.3 SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:**  
While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the City representative may also obtain price quotes from these vendors. The City reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.
- 3.4 MINIMUM REQUIREMENTS:**  
Prospective bidders must have been in business for a minimum of five (5) years providing fencing services, and must submit with their bids five (5) References.

## FENCING SERVICES

ITB # 40-11/12

### 4.0 BID FORMAT

In order for bids to be considered, Bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. The evidence will consist of listing of contracts for similar materials that have been provided to public and private sector clients, within the last five (5) years. If any items are omitted, Bidders must submit the documentation within five (5) calendar days upon request from the City, or the bid shall be deemed non-responsive. **The City will not accept fee/cost information after deadline for receipt of Bids.**

#### 1. Table of Contents

Outline in sequential order the major areas of the Bid, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

#### 2. Bid should address all items listed below:

Bidder must respond to all minimum requirements listed below. Bids which do not contain such documentation may be deemed non-responsive. Bidder will be required to provide fencing services to the various City Departments.

a) **Introduction letter** outlining the bidders' professional specialization; provide past experience to support the qualifications of the Bidder. Bidders shall submit documents that provide evidence as to the capability to provide and implement the services as outlined in this ITB.

b) **Bidders must provide documentation** which demonstrates their ability to satisfy all of the requirements detailed in this ITB.

c) **References:** List at least five (5) client references, to include contact name, title, company, address, telephone number, **e-mail address**, fax number.

d) **Qualifications of Bidder:** Outline in detail the experience and qualifications of the business and individual members of the Bidder entity and experience of Bidder and/or Bidder members in providing similar projects/programs as the one proposed. Prospective bidders must have been in business for a minimum of five (5) years

#### e) **Past Performance Client Survey Information:**

Past performance information will be collected on all Bidders. Bidders are required to identify and submit their best projects. Bidders will be required to send out Performance Evaluation Surveys to each of their clients.

Please provide your client with the Performance Evaluation Letter and Survey attached herein, and request that your client submit the completed survey to Shirley Thomas, at (Fax) 786-394-4011 or (e-mail) [shirleythomas@miamibeachfl.gov](mailto:shirleythomas@miamibeachfl.gov); and a copy to Raul Aguila at (e-mail) [RaulAguila@miamibeachfl.gov](mailto:RaulAguila@miamibeachfl.gov)

**Surveys must be sent to the Procurement Division directly from your client's office(s).** Bidders are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

f) **Cost Information:** Cost Information must be submitted with bid.

#### g) **Acknowledgment of Addenda:**

(IF REQUIRED BY ADDENDUM) and Bid Information forms.

#### 3. Any other Documents Required by this ITB.

BID PROPOSAL 1 OF 11 (Revised)

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP I: GALVANIZED CHAIN LINK FENCE**

All chain link fences, all framework schedule .40 pipe Line post 2.5 OD, end corner post 3" OD, top rail 1 5/8" OD, bottom tension wire 7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces. Unless otherwise specified in The City of Miami Beach Building Department chain link requirements.

		<b>PRICE</b>
ITEM 1:	4' high chain link fence	
	Up to 250' LF. per LF.	\$ 9.55
	Over 250' LF. per LF.	<u>\$ 9.25</u>
ITEM 2:	5' high chain link fence	
	Up to 250' LF. per LF.	\$ 11.50
	Over 250' LF. per LF.	<u>\$ 11.25</u>
ITEM 3:	6' high chain link fence	
	Up to 250' LF. per LF.	\$ 13.00
	Over 250' LF. per LF.	<u>\$ 12.50</u>
ITEM 4:	8' high chain link fence	
	Up to 250' LF. per LF.	\$ 16.50
	Over 250' LF. per LF.	<u>\$ 16.25</u>
ITEM 5:	10' high chain link fence	
	Up to 250' LF. per LF.	\$ 21.00
	Over 250' LF. per LF.	<u>\$ 20.00</u>
ITEM 6:	12' high chain link fence	
	Up to 250' LF. per LF.	\$ 24.00
	Over 250' LF. per LF.	<u>\$ 23.50</u>
ITEM 7:	Chain link fence misc items	
	1 5/8" top rail	\$ 4.25
	Up to 250' LF. per LF.	\$ 3.50
	Over 250' LF. per LF.	<u>\$ 3.50</u>
<b>TOTAL GROUP I:</b>		<u>\$ 196.05</u>
		1 thru 7

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**FENCING SERVICES**  
**ITB # 40-11/12**  
**BID PROPOSAL 2 OF 11**

**COMPANY NAME:** Ronald M. Gibbons, Inc.

**Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.**

**GROUP II: VINYL COATED CHAIN LINK FENCE**

All frame work schedule .40 pipe with vinyl coating, line post 2.5 OD, end corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish. Unless otherwise specified in The City of Miami Beach Building Department chain link requirements

	<b>PRICE</b>
<b>ITEM 8:</b> 4' high chain link fence	
Up to 250' LF. per LF.	\$ 11.60
Over 250' LF. per LF.	\$ 11.30
<b>ITEM 9:</b> 5' high chain link fence	
Up to 250' LF. per LF.	\$ 13.50
Over 250' LF. per LF.	\$ 13.20
<b>ITEM 10:</b> 6' high chain link fence	
Up to 250' LF. per LF.	\$ 15.20
Over 250' LF. per LF.	\$ 14.50
<b>ITEM 11:</b> 8' high chain link fence	
Up to 250' LF. per LF.	\$ 20.50
Over 250' LF. per LF.	\$ 19.00
<b>ITEM 12:</b> 10' high chain link fence	
Up to 250' LF per LF.	\$ 27.00
Over 250' LF. per LF.	\$ 26.00
<b>ITEM 13:</b> 12' high chain link fence	
Up to 250 LF. per LF.	\$ 29.10
Over 250' LF. per LF.	\$ 28.10
<b>ITEM 14:</b> Chain link fence misc items	
1 5/8" top rail	
Up to 250' LF. per LF.	\$ 3.60
Over 250' LF. per LF.	\$ 3.60
<b>TOTAL GROUP II:</b>	\$ 236.20
	<u>8 thru 14</u>

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**FENCING SERVICES**  
**ITB # 40-11/12**  
**BID PROPOSAL 3 of 11**

Ronald M. Gibbons, Inc.

**COMPANY NAME:** \_\_\_\_\_

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP III: CHAIN LINK GATES ALL GALVANIZED**

Single leaf gates complete with posts as specified in The City of Miami Beach Building Department chain link requirements

ITEM 15:	4' high x 4 wide per gate	\$ 138.00
ITEM 16:	4' high x 6 wide per gate	\$ 152.00
ITEM 17:	4' high x 8 wide per gate	\$ 166.00
ITEM 18:	5' high x 4 wide per gate	\$ 146.00
ITEM 19:	5' high x 6 wide per gate	\$ 166.00
ITEM 20:	5' high x 8 wide per gate	\$ 186.00
ITEM 21:	6' high x 4 wide per gate	\$ 187.00
ITEM 22:	6' high x 6 wide per gate	\$ 208.00
ITEM 23:	6' high x 8 wide per gate	\$ 229.00
ITEM 24:	6' high x 10 wide per gate	\$ 250.00
ITEM 25:	6' high x 12 wide per gate	\$ 272.00

Note: when using double access gate single gate item will be multiplied by 2 for correct gate size.

**TOTAL GROUP III:** \$ 2,100.00  
15 thru 25

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP IV: CHAIN LINK GATES ALL VINYL COATED**

Single leaf gate complete with posts as specified in The City of Miami Beach Building Department chain link requirements

ITEM 26:	4' high x 4 wide per gate	\$ 166.00
ITEM 27:	4' high x 6 wide per gate	\$ 184.00
ITEM 28:	4' high x 8 wide per gate	\$ 202.00
ITEM 29:	5' high x 4 wide per gate	\$ 224.00
ITEM 30:	5' high x 6 wide per gate	\$ 246.00
ITEM 31:	5' high x 8 wide per gate	\$ 267.00
ITEM 32:	6' high x 4 wide per gate	\$ 247.00
ITEM 33:	6' high x 6 wide per gate	\$ 270.00
ITEM 34:	6' high x 8 wide per gate	\$ 291.00
ITEM 35:	6' high x 10 wide per gate	\$ 316.00
ITEM 36:	6' high x 12 wide per gate	\$ 338.00

**TOTAL GROUP IV:** \$ 2,751.00  
26 thru 36

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**FENCING SERVICES**  
**ITB # 41-11/12**  
**BID PROPOSAL 4 of 11**

Ronald M. Gibbons, Inc.

**COMPANYNAME:** \_\_\_\_\_

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP V: CHAIN LINK GATES ALL GALVANIZED**

As specified in The City of Miami Beach Building Department chain link requirements

	<b>PRICE</b>
ITEM 37: 8' high per LF.	\$ 38.00
ITEM 38: 10' high per LF.	\$ 47.50
ITEM 39: 12' high per LF.	\$ 57.00

**TOTAL GROUP V: \$ 142.50**  
37 thru 39

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP VI: CHAIN LINK GATES ALL VINYL COATED**

As specified in The City of Miami Beach Building Department chain link requirements

ITEM 40: 8' high per LF.	\$ 80.00
ITEM 41: 10' high per LF.	\$ 88.00
ITEM 42: 12' high per LF.	\$ 96.00

**TOTAL GROUP VI: \$ 264.00**  
40 thru 42

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP VII: TEMPORARY CHAIN LINK FENCE GALVANIZED**

Using 1 5/8" line post, top #9 gauge tension wire, and price to include removal. As specified in the City of Miami Beach Building Department chain link requirements

ITEM 43: 6' high per LF.	\$ 3.80
ITEM 44: 8' high per LF.	\$ 5.80

Temporary Double Gates and Single Gates

ITEM 45: 6'x6' single gate per gate	\$ 100.00
ITEM 46: 6'x20' double gate per gate	\$ 250.00
ITEM 47: 8'x6' single gate per gate	\$ 100.00
ITEM 48: 8'x20' double gate per gate	\$ 250.00

**TOTAL GROUP VII: \$ 709.60**  
43 thru 48

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**FENCING SERVICES**  
**ITB # 40-11/12**  
**BID PROPOSAL 5 of 11**

Ronald M. Gibbons, Inc.

**COMPANY NAME:** \_\_\_\_\_

**Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.**

**GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK**

	PRICE
ITEM 49: 4' high per LF.	\$ 2.50
ITEM 50: 5' high per LF.	\$ 3.00
ITEM 51: 6' high per LF.	\$ 3.60
ITEM 52: 8' high per LF.	\$ 4.80
ITEM 53: 10' high per LF.	\$ 8.00
ITEM 54: 12' high per LF.	\$ 9.50
<b>TOTAL GROUP VIII:</b>	<b>\$ 31.40</b>
	49 thru 54

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP IX: STATIONARY BOLLARD POSTS**

**Schedule 40 pipe painted osha yellow filled with concrete 4' above ground**

ITEM 55: 4" OD per bollard	\$ 160.00
ITEM 56: 6" OD per bollard	\$ 260.00
<b>TOTAL GROUP IX:</b>	<b>\$ 420.00</b>
	55 thru 56

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE**

ITEM 57: 4" OD per bollard	\$ 210.00
ITEM 58: 6" OD per bollard	\$ 380.00
<b>TOTAL GROUP X:</b>	<b>\$ 590.00</b>
	57 thru 58

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**FENCING SERVICES**  
**ITB # 40-11/12**  
**BID PROPOSAL 6 of 11**

Ronald M. Gibbons, Inc.

**COMPANY NAME:** \_\_\_\_\_

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP XI: CORE DRILLING UP TO 12" THICK SLAB PER HOLE COST**

ITEM 59:	2" hole	\$ 9.00
ITEM 60:	4" hole	\$ 10.00
ITEM 61:	6" hole	\$ 12.00
ITEM 62:	8" hole	\$ 20.00
TOTAL GROUP XI:		\$ 51.00
		59 thru 62

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP XII: MISCELANEOUS ON SITE WELDING EITHER GALVANIZED OR ALUMINUM**

ITEM 63:	(Include set up cost based on hourly rate)	\$ 48.00
TOTAL GROUP XII:		\$ 48.00

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP XIII: FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH**

ITEM 64:	Under 250' LF. per LF.	\$ 3.50
ITEM 65:	Over 250' LF. per LF.	\$ 3.50
TOTAL GROUP XIII:		\$ 7.00
		64 thru 65

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**FENCING SERVICES**  
**ITB # 40-11/12**  
**BID PROPOSAL 7 of 11**

Ronald M. Gibbons, Inc.

**COMPANYNAME:** \_\_\_\_\_

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP XIV: ALUMINUM PICKET FENCE**

With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, bronze.

<b>ITEM 66:</b>	4' high	
	Up to 250' LF. Per LF.	\$ 28.50
	Over 250' LF. Per LF.	\$ <u>25.00</u>
<b>ITEM 67:</b>	5' high	
	Up to 250' LF. Per LF.	\$ 33.00
	Over 250' LF. Per LF.	\$ <u>29.50</u>
<b>ITEM 68:</b>	6' high	
	Up to 250' LF. Per LF.	\$ 40.50
	Over 250' LF. Per LF.	\$ <u>37.50</u>
<b>ITEM 69:</b>	Note: rounded top cap instead of u channel, additional cost per linear foot added to <b>cost of fence per linear foot</b>	\$ <u>2.00</u>
<b>TOTAL GROUP XIV:</b>		\$ <u>196.00</u>
		<b>66 thru 69</b>

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP XV: ALUMINUM SWING GATES**

With all hardware and posts and lock hasp can be single or double gate. Price per linear foot

		<b>PRICE</b>
<b>ITEM 70:</b>	4' high per LF.	\$ <u>46.00</u>
<b>ITEM 71:</b>	5' high per LF.	\$ <u>50.00</u>
<b>ITEM 72:</b>	6' high per LF.	\$ <u>61.00</u>
<b>ITEM 73:</b>	8' high per LF.	\$ <u>75.00</u>
<b>ITEM 74:</b>	10' high per LF.	\$ <u>94.00</u>
<b>TOTAL GROUP XV:</b>		\$ <u>326.00</u>
		<b>70 thru 74</b>

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

FENCING SERVICES  
ITB # 40-11/12  
BID PROPOSAL 8 of 11

Ronald M. Gibbons, Inc.

COMPANY NAME: \_\_\_\_\_

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP XVI: WOOD FENCES**

All materials pressure treated yellow pine #2 grade nailed with rink shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear. In accordance to Florida Building Code Section 2328 wood fence design detail.

ITEM 75:	4' high	
	Up to 100' LF. per LF.	\$ 15.00
	Up to 200' LF. per LF.	\$ 14.00
	Over 200' LF. per LF.	\$ 13.00
ITEM 76:	6' high	
	Up to 100' LF per LF.	\$ 20.00
	Up to 200' LF. per LF.	\$ 17.50
	Over 200' LF. per LF.	\$ 17.00
<b>TOTAL GROUP XVI:</b>		<b>\$ 96.50</b>

75 thru 76

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**GROUP XVII: WOOD FENCE SINGLE OR DOOUBLE GATES**

With strap hinges and standard lockable hasp. Price will be based per lf being a single or double gate. In accordance to Florida Building Code Section 2328 wood fence design detail.

ITEM 77:	4' high per LF.	\$ 30.00
ITEM 78:	6' high per LF.	\$ 33.00
ITEM 79:	Miscellaneous additional cost if wood fence is board to board model or shadow box model.	
<b>Additional cost per linear foot</b>		<b>\$ 3.00</b>

**TOTAL GROUP XVII:** \$ 66.00  
77 thru 79

**BIDDER MUST BID ON ALL ITEMS LISTED, FOR THIS SPECIFIC GROUP TO QUALIFY FOR THE AWARD OF THE CONTRACT**

**FENCING SERVICES**  
**ITB # 40-11/12**  
**BID PROPOSAL 9 of 11**

**COMPANY NAME:** Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP XVIII: EMERGENCY WORK**

In the case of hurricane city will notify contractor with at least 48 hours to remove windscreen on standard fences or to baseball fields or tennis courts to remove all screening and to store on site then to reinstall at city's request price to include mobilization as well as tie straps all based on linear foot price.

	<b>PRICE</b>
ITEM 80: 4' high per LF.	\$ 1.80
ITEM 81: 5' high per LF.	\$ 1.80
ITEM 82: 6' high per LF.	\$ 2.00
ITEM 83: 8' high per LF.	\$ 2.80
ITEM 84: 10' high per LF.	\$ 3.00
ITEM 85: 12' high per LF.	\$ 3.50
<b>TOTAL GROUP XVIII:</b>	<b>\$ 14.90</b>
	80 thru 85

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB**

**GROUP XIX: SAND FENCE**

Constructed of No.1 Aspen pickets (3/8" x 1 1/2" x 48"), woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

ITEM 86: 50'LF Dunne Fence (rolls)	
Up to 100/rolls per roll	\$ 58.00
Over 100/rolls per roll	\$ 56.00
ITEM 87: Sand fence installed onto 4"x4"x8' pressure treated wood posts (8' to 10' on center), work includes all necessary equipment, material, labor and supervision to install:	
Up to 5,000' lf per LF.	\$ 5.00
Over 5,000' lf per LF.	\$ 4.50
<b>TOTAL GROUP XIX: \$</b>	<b>123.50</b>
	86 thru 87

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

**FENCING SERVICES**  
**ITB # 40-11/12**  
**BID PAGE 10 OF 11**

**COMPANY NAME:** Ronald M. Gibbons, Inc.

**Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.**

**GROUP XX: MISCELANEOUS WORK**

Existing aluminum or galvanized picket fences pressure wash and electro static paint finish color of choice. Price per LF including set up charges.

	<b>PRICE</b>
<b>ITEM 88:</b> 4' high per LF.	\$ 7.00
<b>ITEM 89:</b> 5' high per LF.	\$ 8.00
<b>ITEM 90:</b> 6' high per LF.	\$ 9.00
<b>ITEM 91:</b> 8' high per LF.	\$ 10.00
<b>ITEM 92:</b> 10' high per LF.	\$ 12.00
<b>ITEM 93:</b> 20'ft high metal line post, 3"inch diameter installed in concrete footer 14"inch wide x 36"inch deep, with top and bottom rails, including electric static paint (green or black). Cost includes all equipment, materials, equipment, supervision, labor, and delivery installed complete.	
Cost per post every 10'ft (up to 100')	\$ 210.00
Cost per post every 10'ft (up to 300')	\$ 210.00
Cost per post every 10'ft (up to 500')	\$ 210.00

<b>ITEM 94:</b> Netting (Black) installed 20'ft high skirt system attached across each 10' ft. post. Net material 3/8' rope barrier, 125lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as required to attach to metal post, including all equipment, supervision, labor, and delivery, installed complete.	
Cost per foot installed 10'ft across x 20' high (up to 100')	\$ 32.00
Cost per foot installed 10'ft across x 20' high (up to 300')	\$ 24.00
Cost per foot to install 10'ft across x 20' high (up to 500')	\$ 24.00

**TOTAL GROUP XX:** \$ 756.00  
 88 thru 94

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

FENCING SERVICES  
ITB # 40-11/12  
BID PAGE 11 OF 11

Ronald M. Gibbons, Inc.

COMPANY NAME:

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP XXI: END/CORNER POST**

End / Corner Post Schedule 40 pipe galvanized

ITEM 95:	4'	\$ 40.00
ITEM 96:	5'	\$ 20.00
ITEM 97:	6'	\$ 80.00
ITEM 98:	7'	\$ 50.00
ITEM 99:	8'	\$ 106.00
ITEM 100:	9'	\$ 30.00
ITEM 101:	10'	\$ 126.00
ITEM 102:	11'	\$ 50.00
ITEM 103:	12'	\$ 126.00

End / Corner Post Schedule 40 pipe vinyl coated

ITEM 104:	4'	\$ 55.00
ITEM 105:	5'	\$ 45.00
ITEM 106:	6'	\$ 93.00
ITEM 107:	7'	\$ 55.00
ITEM 108:	8'	\$ 121.00
ITEM 109:	9'	\$ 45.00
ITEM 110:	10'	\$ 143.00
ITEM 111:	11'	\$ 60.00
ITEM 112:	12'	\$ 165.00

TOTAL GROUP XXI: \$ 1,410.00

GRAND TOTAL (ALL GROUPS): \$ 10,535.65

**BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.**

FENCING SERVICE  
ITB 40-11/12  
BID PAGE 11 OF 11

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

**GROUP XXIII: RENTAL OF PORTABLE SELF-STANDING**

Rental of portable self-standing metal chain link fence panels for building site projects and construction sites. (No digging, No core holes). Cost includes delivery and pickup within the City of Miami Beach. Fence to be in accordance to the City of Miami Beach Building Specifications.

Portable Temporary Construction Panels 6ft H x 6ft W

Daily: 36.00  
Weekly: 36.00  
Monthly: 36.00

Portable Temporary Construction Panels with Gate 6ft H x 6ft W

Daily: 136.00  
Weekly: 136.00  
Monthly: 136.00

Portable Temporary Construction Panels 8ft H x 12ft W

Daily: 96.00  
Weekly: 96.00  
Monthly: 96.00

Portable Temporary Construction Panels with Gate 6ft H x 12ft W

Daily: 246.00  
Weekly: 246.00  
Monthly: 246.00

**Note:** The following specialty fences require engineering drawings / calculations:

- o Steel fences
- o Aluminum
- o Iron
- o Plastic
- Wood fences over 6 feet tall and Chain Link Fences over 12 feet tall also require engineering drawings / calculations.
- Any fences with welded conditions are not inspected by the City of Miami Beach Building Department. A special inspector must be retained for this work and a special inspection form will be required.
- For the permit fee section, fences as shown on the Permitting Process and Fee Schedule.

**FENCING SERVICES**  
**ITB # 40-11/12**

**INSURANCE CHECK LIST**

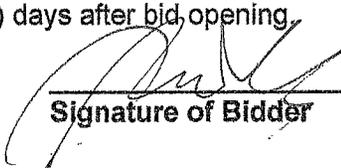
- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- \_\_\_ 4. Excess Liability - \$\_\_\_\_\_.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- \_\_\_ 6. Other Insurance as indicated:
- |                                   |          |     |
|-----------------------------------|----------|-----|
| ___ Builders Risk completed value | \$_____. | .00 |
| ___ Liquor Liability              | \$_____. | .00 |
| ___ Fire Legal Liability          | \$_____. | .00 |
| ___ Protection and Indemnity      | \$_____. | .00 |
| ___ Employee Dishonesty Bond      | \$_____. | .00 |
| ___ Other                         | \$_____. | .00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

**BIDDER AND INSURANCE AGENT STATEMENT:**

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after bid opening.

Ronald M. Gibbons

\_\_\_\_\_  
Bidder

  
\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_, President



CUSTOMER REFERENCE LISTING (CONTD.)

4) Company Name N&J Construction  
Address 4990 SW 72 Avenue#104, Miami Florida 33155  
Contact Person/Contract Amount John Perez  
786-268-1285  
Telephone No. \_\_\_\_\_ Fax No. N/A  
E-mail jpg@n-jconstruction.com

5) Company Name KB2 Management  
Address P.O. Box 451685, Sunrise Florida 33345  
Contact Person/Contract Amount Kristin Bakkedahl  
954-673-7001 866-322-2936  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
E-mail kb2mgmt@yahoo.com

**RONALD M. GIBBONS, INC.**

**(SINCE) 1972**

**FENCE CONTRACTORS  
CC#9356**

**472 NE 191 STREET MIAMI FL**

**.WOOD  
.CHAIN LINK  
.IRON  
.ELECTRICAL GATE OPERATORS  
.WALLS  
.COMMERCIAL & RESIDENTIAL**

**Tel:(305)652-5845  
Fax:(305)652-9304  
Email: rmginc.est@comcast.net**

Please find below short list of projects completed:

Project Name: Carol City Community Center  
Project Owner: City of Miami Gardens  
General Contractor: N&J Construction  
Contact Name: Mr John Perez, President  
Approximate Contract Value \$12,652,260.00  
Approximate Subcontract Value \$90,352.00  
Completion Date: 2010  
Description: Recreational Black vinyl chain Link Fence & Gates

Project Name: City Of Pompano Beach Community Center  
Project Owner: City of Pompano Beach  
General Contractor: MBR Construction  
Contact Name: Mr Mike Boss, President  
Approximate Contract value: N/A  
Approximate Subcontract Value: \$346,675.00  
Completion Date: 2009  
Description: Steel Picket Fence & Gates, Access Control & Chain link Fence

Project Name: Miramar Police Station  
Project Owner: City of Miramar  
General Contractor: Sessoms Construction  
Contact Name: Mr Lee Sessoms, President  
Approximate Contract Value \$2,917,485.00  
Approximate subcontract Value \$62,800.00  
Completion Date: 2006  
Description: Aluminum Picket/Chain Link/Gate Operators/Access Control

Project Name: Jewfish Creek Bridge  
Project Owner: FDOT  
General Contractor: Granite Construction  
Contact Name: Mr Michael Derksen  
Approximate Contract Value \$147,765,000.00  
Approximate subcontract Value \$761,000.00  
Completion Date 2009  
Description: Black Vinyl Chain Link Fence

**RONALD M. GIBBONS, INC.**

**(SINCE) 1972**

**FENCE CONTRACTORS**

**472 NE 191 STREET MIAMI.FL**

**CC#9356**

**.WOOD  
.CHAIN LINK  
.IRON  
.ELECTRICAL GATE OPERATORS  
.WALLS  
.COMMERCIAL & RESIDENTIAL**

**Tel:(305)652-5845  
Fax:(305)652-9304  
Email: rmginc.est@comcast.net**

Project Name: USPS South Florida L&D Center, Opa Locka

General Contractor: The Korte Company

Project Manager: Brad Obermark

Approximate Contract Value: N/A

Approximate Subcontract Value \$197,000.00

Completion Date: 2008

Description: Vinyl Coated Chain Link Fence, Motorized  
Gates, Interior Wire Mesh Partitions &  
Highway Guardrail.

FENCING SERVICES  
ITB # 40-11/12

CONTRACTOR'S/ BIDDER'S QUESTIONNAIRE

NOTE: Information supplied in response to this questionnaire is subject to verification. Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:  
By Ronald M. Gibbons, Inc.

Principal Office 472 NE 191 Street, Miami Florida 33179

How many years has your organization been in business under your present business name? 40 Years

Does your organization have current occupational licenses entitling it to do the work/service contemplated in this Contract? Yes

Please state license(s) type and number: Occupational License#678123-2

Include copies of above licenses and certificates with bid.

Have you ever had a contract terminated due to failure to comply with contractual specifications? No

If so, where and why? \_\_\_\_\_

N/A

In what other lines of business are you financially interested or engaged? \_\_\_\_\_

N/A

Give references as to experience, ability, and financial standing See attached list of completed contracts & value, demonstrating projects completed in excess of \$ 760,000.00 ontime & within budget.

Is the business entity a Miami-Beach based Vendor?

Yes ( ) No ()

If Yes, please submit a copy of a Business Tax Receipt issued by the City of Miami Beach, or documentation to demonstrate that the headquarters is in the City of Miami Beach, or documentation which proves that goods and/or contractual services are being produced or performed, as appropriate, in the City of Miami Beach.

**CONTRACTOR'S / BIDDER'S QUESTIONNAIRE (CONTD.)**

Is the business entity owned by a certified service-disabled veteran, and or a small business owned and controlled by veterans, as defined on Section 502 of the Veteran Benefit Health, and Information Technology Act of 2006, and cited in the Database of Veteran-owned Business?

Yes ( )      No (X)

**Vendor Campaign Contribution(s):**

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

Ronald M. Gibbons, President 100%

---

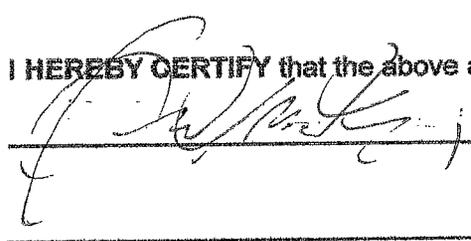
---

---

---

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: \_\_\_\_\_ have X have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.
- 
- 
- 
- 

**I HEREBY CERTIFY** that the above answers are true and correct.

 President \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DIVISION  
Tel: 305.673.7490 , Fax: 786.394.4011

## FENCING SERVICES ITB # 40-11/12

July 17, 2012

To: \_\_\_\_\_  
(Client's Name)

Individual Providing the Survey Response: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Subject: Performance Evaluation of \_\_\_\_\_  
(Bidder Name)

Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on companies bidding for City contracts.

The Company listed in the **subject** line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both, the company and City of Miami Beach greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Shirley Thomas by **August 14, 2012 at 3:00 p.m.** by fax: 786.394.4011; or e-mail [shirleythomas@miamibeachfl.gov](mailto:shirleythomas@miamibeachfl.gov)

Thank you for your time and effort.

Raul Aguila,  
Chief Deputy City Attorney

For Procurement Division



# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
PROCUREMENT DIVISION  
Tel: 305.673.7490, Fax: 786.394.4011

## PERFORMANCE EVALUATION SURVEY

Name of Company being evaluated: \_\_\_\_\_

Contact Person for above Company: \_\_\_\_\_

Please evaluate the performance of the firm on a scale of 1-10 with 10 meaning you are very satisfied and have no questions about hiring them again, and 1 meaning you would never hire them again because of very poor performance. If you don't know, please leave blank or put N/A

NO	CRITERIA	UNIT	
1	Ability to provide fencing services	(1-10)	
2	Quality of services provided	(1-10)	
3	Professionalism and ability to manage the account	(1-10)	
4	Customer Service (communication, resolution of discrepancies, responsiveness of personnel servicing the account).	(1-10)	
5	Responsiveness to emergency requests for service	(1-10)	
6	Ability to follow the users rules, regulations, and requirements	(1-10)	
7	Overall customer satisfaction and hiring again based on performance (comfort level in hiring company again)	(1-10)	

Overall Comments: \_\_\_\_\_  
\_\_\_\_\_

Company Providing reference for above: \_\_\_\_\_

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

Contact Phone and e-mail: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Dollar Amount for Services: \_\_\_\_\_

Please send this questionnaire to Shirley Thomas at, via email to: [shirleythomas@miamibeachfl.gov](mailto:shirleythomas@miamibeachfl.gov) or Fax to 786-394-4011 by 3:00 pm on August 14, 2012



MIAMI BEACH

CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: Ronald M. Gibbons, Inc. Name of Company Contact Person: Ronald M. Gibbons, President

Phone Number: 305-652-5845 Fax Number: 305-652-9304 E-mail: rmginc.est@comcast.net

Vendor Number (if known): Not Known

Federal ID or Social Security Number: 04-3751661

Approximate Number of Employees in the U.S.: 12 (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

Union name(s):

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

- Race, Color, Creed, Religion, National origin, Ancestry, Age, Height, Sex, Sexual orientation, Gender identity (transgender status), Domestic partner status, Marital status, Disability, AIDS/HIV status, Weight. Each with Yes/No checkboxes.

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

Yes No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

Yes  No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners\* or to domestic partners of employees?

Yes  No

\*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

Question 2. (continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





MIAMIBEACH

**CITY OF MIAMI BEACH  
REASONABLE MEASURES APPLICATION**

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Mailing Address of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Definition of Terms

### A. REASONABLE MEASURES

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

### B. CASH EQUIVALENT

"Cash Equivalent" means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees' Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer's direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the Contractor of the Contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- c. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.



# MIAMI BEACH

## QUICK REFERENCE GUIDE TO EQUAL BENEFITS COMPLIANCE

### STEP 1: UNDERSTANDING THE LAW

#### What does the law require?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses.

#### Who is covered by this Ordinance?

Competitively bid City contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks. For more information, see Equal Benefits Ordinance Summary.

#### What benefits are covered?

The Ordinance applies to all benefits offered by a contractor to its employees who have spouses or domestic partners and all benefits offered directly to such spouses or domestic partners, even when the employee pays the entire cost of the benefit. This includes but is not limited to: sick leave, bereavement leave, family medical leave, and health benefits.

#### What is a Domestic Partner?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state and local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

#### What if a contractor is unable to offer benefits equally?

Some contractors are unable to find an insurance company willing to offer domestic partner coverage. When a contractor takes all reasonable measures to stop discriminating, but can't for reasons outside its control, it can comply with the Equal Benefits Ordinance if it agrees to pay a cash equivalent. A cash equivalent is the amount of money paid by an employer for the spousal benefit that is unavailable for domestic partners, or vice versa. For more information, see Reasonable Measures Application.

#### What if a company will comply but needs time to do it?

Once a contractor makes it clear that it will comply with the Declaration, in certain situations ending discrimination in benefits may be delayed. For instance, offering medical insurance may be delayed until the contractor's next enrollment period; other benefits, such as bereavement leave, may be delayed until the contractor's personnel policies can be revised. For more information, see Rules of Procedure of the Substantial Compliance Form.

### STEP 2: HOW TO COMPLETE THE DECLARATION: NON-DISCRIMINATION IN CONTRACTS AND BENEFITS FORM

Section 1 asks for information about your company. **If the company employs 50 or less employees in the U.S., skip to Section 4, date and sign.**

Section 2, Question 1A asks whether your company prohibits discrimination against people based on the categories listed.

- Answer "YES" if your company does have such a policy.
- Answer "NO" if your company does not have such a policy.

Question 1B asks whether your company agrees to include a nondiscrimination clause in all subcontracts entered into for the performance of a substantial portion of the any contracts you have with the City. This clause must include all of the categories listed in question 1A. You must answer this question even if your company will not be entering into any subcontracts associated with work performed for the City.

- Answer "YES" if you will agree to include a nondiscrimination clause in subcontracts.
- Answer "NO" if you will not agree to include a nondiscrimination clause in subcontracts.

Question 2A asks whether your company offers benefits (such as medical insurance) to employees' spouses or to employees because they are married (such as bereavement leave which can be taken because of the death of a spouse, or family medical leave which can be taken because of a spouse having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

**NOTE:** You are considered as offering a benefit even if you don't pay for it. If access to the benefit is offered, but the cost must be paid in whole or in part by the employee, you should still answer "YES".

Question 2B asks whether your company offers benefits (such as medical insurance) to employees' domestic partners or to employees because they are in a domestic partnership (such as bereavement leave which can be taken because of the death of a domestic partner, or family medical leave which can be taken because of a domestic partner having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

**NOTE:** To comply, your answers to questions 2A and 2B should be the same. In very limited circumstances, you may comply without offering benefits equally. See Reasonable Measures Application Form.

Question 2C should be filled out ONLY if you have answered "YES" to question 2A and/or 2B. It asks you to indicate which benefits you offer to spouses (or employees because they are married), which benefits you offer to domestic partners (or employees because they are in a domestic partnership), and which benefits you do not offer. Please indicate only those benefits offered. If you offer benefits not already listed, write them in where it says "other". Remember, offering access to a benefit is still considered a benefit, even if your company does not pay for it.

*Note: If you can't offer all benefit in a nondiscriminatory manner because of reasons outside your control, (e.g. there are no insurance providers willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments and have your application approved by the Procurement Division of the City of Miami Beach.*

### Step 3: ATTACH THE NECESSARY DOCUMENTATION

Section 3 states that you must submit documentation that verifies all benefits marked in your answer to Question 2C are offered in a nondiscriminatory manner. When possible, it is best if you submit this documentation along with your Declaration form. For policies that are unwritten, submit a letter to the Procurement Division indicating this. Use the list below as a guide for the type of documentation needed.

**Medical Insurance** A statement from your medical insurance provider that confirms spouses and domestic partners (as defined under this Ordinance) receive equal coverage in your medical plan. This may be in a letter from your insurance provider, or reflected in the eligibility section of your official insurance plan document. Similar documentation is needed for other types of insurance plans.

#### **Retirement Plans (including 401k & pension plans)**

The sections of your pension plan detailing how employees receive benefits. This should cover joint annuity options and pre retirement death benefits. Documentation should indicate that employees with domestic partners and employees with spouses receive the same benefits and payment options.

**Bereavement Leave** Your bereavement leave of funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows for time off due to the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

**Family Leave** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

**Parental Leave** Your company's policy indicating that employees may take leave for the birth or adoption of a child, to care for a child who is ill, and/or to attend school appointments. If leave is available for step-children (the spouse's child) then leave also should be available for the child of a domestic partner.

**Employee Assistance Program** Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

**Relocation & Travel** Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

**Discounts, Facilities & Events** Your company's policy confirming that discounts, facilities (e.g. gym) and events (e.g. holiday party) are equally available to spouses and domestic partners of employees.

**Credit Union** Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

**Child Care** Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

**Other Benefits** Documentation of any other benefits listed to indicate that they are offered equally.

For medical insurance companies providing domestic partner coverage in the State of Florida, refer to the Domestic Partner Insurance Coverage Search available online at: [www.miamibeachfl.gov](http://www.miamibeachfl.gov) under Business, Procurement drop down list.

For any questions on the City of Miami Beach Equal Benefits Ordinance or how to complete the applicable forms, please contact:

**Cristina Delvat, Contracts Compliance Specialist**  
PROCUREMENT DIVISION  
1700 Convention Center Drive, Miami Beach, FL 33139  
Tel: 305-673-7496 / Fax: 786-394-4000/  
[cristinadelvat@miamibeachfl.gov](mailto:cristinadelvat@miamibeachfl.gov)

*We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.*

**RONALD M. GIBBONS, INC.**

**(SINCE) 1972**

**FENCE CONTRACTORS**

**472 NE 191 STREET MIAMI, FL**

**CC#9356**

**.WOOD  
.CHAIN LINK  
.IRON  
.ELECTRICAL GATE OPERATORS  
.WALLS  
.COMMERCIAL & RESIDENTIAL**

**Tel:(305)652-5845  
Fax:(305)652-9304  
Email: rmginc.est@comcast.net**

To Whom It May Concern,

Please accept this letter of introduction & short list of 5 completed project as per your request.

Ronald M. Gibbons, Inc., was founded in 1972 & have successfully completed projects in Residential, Commercial, Institutional Sectors, with thousands of satisfied customers. We have held annual contracts with Miami-Dade County, City of Miami Gardens & The City Of Miami. RMG, Inc., have a broad knowledge of the fencing industry & take pride in completing all projects in a timely & professional manner. RMG, Inc., also specilize in difficult & custom design installation projects & has completed projects throughout The State Of Florida.

List Of Employees Experience:

- . President/Manager: License Contractor, 40 years experience in all areas of the fence industry & related construction.
- . Office Personnel: 10 years Office Manager, Computer Skills, Coordinating with both private & public sectors.
- . Estimators
- . Journeyman Fence Installers.
- . Concrete Specialist.
- . Certified Welders.
- . Access Control Installers.
- . General Laborers.

Thank You.

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1st FLOOR  
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2012  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

651110-0

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION  
GIBBONS RONALD M  
472 NE 191 ST  
33179 UNIN DADE COUNTY

RECEIPT NO. 678123-2  
CC # 000009356

OWNER  
GIBBONS RONALD M

Sec. Type of Business  
196 SPECIALTY BUILDING CONTRACTOR

WORKER/S  
1

THIS IS ONLY A LOCAL  
BUSINESS TAX RECEIPT. IT  
DOES NOT PERMIT THE  
HOLDER TO VIOLATE ANY  
EXISTING REGULATORY OR  
ZONING LAWS OF THE  
COUNTY OR CITIES. NOR  
DOES IT EXEMPT THE  
HOLDER FROM ANY OTHER  
PERMIT OR LICENSE  
REQUIRED BY LAW. THIS IS  
NOT A CERTIFICATION OF  
THE HOLDER'S QUALIFICA-  
TIONS.

DO NOT FORWARD

GIBBONS RONALD M  
472 NE 191 ST  
MIAMI FL 33179

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

09/13/2011  
09010161001  
000075.00

SEE OTHER SIDE



**CTQB**

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

000009356

GIBBONS RONALD M

D.B.A.



GIBBONS RONALD M

Is certified under the provisions of Chapter 10 of Miami-Dade County  
VALID FOR CONTRACTING UNTIL 09/30/2012

QUALIFYING TRADE(S)

0018

FENCE

Charles Danger P.E.  
Secretary of the Board

Miami-Dade County retains all property rights herein.



[www.miamidade.gov/building](http://www.miamidade.gov/building)

# **RONALD M. GIBBONS, INC.**

**(SINCE) 1972**

**FENCE CONTRACTORS**

**472 NE 191 STREET. MIAMI, FL. 33179**

**CC#9356**

**.WOOD  
.CHAIN LINK  
.IRON  
.ELECTRICAL GATE OPERATORS  
.WALLS  
.COMMERCIAL & RESIDENTIAL**

**Tel:(305)652-5845  
Fax:(305)652-9304  
Email: rmginc.est@comcast.net**

## **RONALD M. GIBBONS, INC DRUG FREE WORK PLACE POLICY**

It is the purpose of Ronald M. Gibbons, Inc. to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's work place, we are establishing the following policy for existing and future employees of Ronald M. Gibbons, Inc.

Ronald M. Gibbons, Inc., explicitly prohibits:

- . The use, possession, solicitation for, sale of narcotics or other illegal drugs, alcohol or prescription . Without a prescription on Ronald M. Gibbons, Inc., or customer premises or while performing an assignment.
- . Being impaired or under the influence of legal or illegal drugs or alcohol away from Ronald M. Gibbons, Inc., or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Ronald M. Gibbons, Inc., reputation.
- . Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Ronald M. Gibbons, Inc., or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Ronald M. Gibbons, Inc., reputation.
- . The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of Ronald M. Gibbons, Inc., or its customers, or while Ronald M. Gibbons, Inc. business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.
- . Ronald M. Gibbons, Inc., will conduct drug and/or alcohol testing under any of the following circumstances:
  - . **RANDOM TESTING:** employees may be selected at random for drug and/or alcohol testing at any interval determined by Ronald M. Gibbons, Inc.,
  - . **FOR-CAUSE TESTING:** Ronald M. Gibbons, Inc., may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol including , but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol negative performance patterns, or excessive and unexplained absenteeism or tardiness.

**POST-ACCIDENT TESTING:** Any employee involved in an on the job accident or injury under circumstances that suggest possible use of influence of drugs or alcohol in the accident or

injury event may be asked to submit to a drug and/or alcohol test"Involved in an on the job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the result indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possible including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

Jimmy L. Morales, City Manager  
Tel: 305-673-7010, Fax: 305-673-7782

Submitted via E-mail to: [rmginc.est@comcast.net](mailto:rmginc.est@comcast.net)

September 2, 2015

Mr. Ronald Gibbons  
Ronald M. Gibbons, Inc.  
472 N.E. 191 Street  
Miami, Florida 33179

Subject: **RENEWAL OF CONTRACT PURSUANT TO INVITATION TO BID NO. ITB 40-11/12  
FOR FENCING SERVICES**

Dear Mr. Gibbons:

This letter shall serve as notification that the City has approved a one (1) year extension of the Contract with Ronald M. Gibbons, Inc., for fencing services, pursuant to the above-referenced ITB. The Contract shall now be effective through October 1, 2016.

Should you have any questions or need additional information, please contact Yolanda Cintado-Seigle at 305-673-7490 or [yolandacintado-seigle@miamibeachfl.gov](mailto:yolandacintado-seigle@miamibeachfl.gov).

Thank you,

Jimmy L. Morales  
City Manager



## **Town of Miami Lakes Memorandum**

---

**To:**           **Honorable Mayor and Councilmembers**

**From:**       **Alex Rey, Town Manager**

**Subject:**   **Temporary Renewal for the Operations of Bus and On-Demand  
Transportation Services, Contract No. 2015-43**

**Date:**       **July 26, 2016**

---

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to waive the competitive bid process and execute a temporary 90-day extension through October 31, 2016 of Contract 2015-43 with MV Contract Transportation, Inc. "MV", the firm providing Circulator Bus and On-Demand Transportation Services while a new solicitation is generated and awarded. The approximate cost for the 90 days of service is \$45,000 and is budgeted in the Special Revenue Fund (PTP 20%) for the Circulator and the General Fund for the On-Demand service.

### **Background:**

The Town currently contracts with MV for the operations for our Circulator Bus and On-Demand Transportation Services. This short term 12-month contract authorized via Resolution No. 15-1299 is set to expire July 31, 2016.

The City of Hialeah currently provides storage, maintenance and fueling to the Town's fleet under an Interlocal Agreement. MV currently provides the bus operations component to Hialeah's fleet and the Town's fleet out of Hialeah's transit facility. A cooperative procurement effort between the two entities was considered, however the City of Hialeah has chosen to build upon their agreement with MV which was already under a bid waiver.

Given the need to continue our bus services without interruption, we have determined that a temporary contract extension with MV under the current agreement while a new solicitation is generated and awarded provides the best option. The updated contract expiration date will be

October 31, 2016.

**Attachments:**

**Resolution - Extending Contract - MV Transportation**

**Contract Ammendment**

**Contract No 2015-43**

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CONTRACT 2015-43 FOR BUS DRIVER SERVICES WITH MV CONTRACT TRANSPORTATION, INC. TO PROVIDE FOR A TEMPORARY 90 DAY CONTRACT EXTENSION; WAIVING THE COMPETITIVE PROCUREMENT BIDDING PROCESS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (“Town”) entered into an Agreement for Circulator Bus and On-Demand Transportation Services with MV Contract Transportation, Inc. (“Contract”) pursuant to Resolution No. 15-1299; and

**WHEREAS**, the initial term of the Contract began on August 1, 2016 for a period of six months with an option to renew for six additional months;

**WHEREAS**, the term of the Contract, including the executed option, ends on July 31, 2016; and

**WHEREAS**, given the need to continue the Town’s circulator bus services and on-demand transportation services without interruption, the Town Manager recommends a ninety (90) day contract extension in order to allow time for issuance of a formal solicitation and contract award; and

**WHEREAS**, Section 5(d) of Town of Miami Lakes Ordinance 12-142 (“the Town’s Procurement Ordinance”) authorizes the Town Manager to request authorization from the Town Council to waive the requirements of Section 5 of the Town’s Procurement Ordinance where the Town Manager has made a written recommendation where, based on specific circumstances, it is not practical to comply with the requirements of Section 5 of the Town’s Procurement Ordinance for a specific solicitation; and

**WHEREAS**, the Town Council finds that waiving the requirements of Section 5 of the Town’s Procurement Ordinance for the purpose of approving the Town Manager’s

recommendation to authorize a 90-day extension of Contract 2015-43 to provide for an updated expiration date of October 31, 2016, is in the best interest of the Town.

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

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

**Section 2. Approval of the Contract Extension.** The Town Council approves a contract amendment extending Contract 2015-43 with MV Contract Transportation, Inc. for Bus Driver Services establishing an updated expiration date of October 31, 2016 by waiving the requirements of Section 5 of the Town's Procurement Ordinance.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the amendment with MV Contract Transportation, Inc.

**Section 4. Execution of the Contract Extension.** The Town Manager is authorized to execute the amendment with MV Contract Transportation, Inc. on behalf of the Town attached hereto as Exhibit A, and to execute any required agreements and/or documents to implement the terms and conditions of the contract, subject to approval as to form and legality by the Town Attorney.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the contract amendment with MV Contract Transportation, Inc.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr. \_\_\_\_\_  
Vice Mayor Tim Daubert \_\_\_\_\_  
Councilmember Manny Cid \_\_\_\_\_  
Councilmember Tony Lama \_\_\_\_\_  
Councilmember Ceasar Mestre \_\_\_\_\_  
Councilmember Frank Mingo \_\_\_\_\_  
Councilmember Nelson Rodriguez \_\_\_\_\_

---

Michael A. Pizzi, Jr.  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

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

**EXHIBIT “A”**  
Contract Amendment No. 2  
between the  
Town of Miami Lakes  
and  
**MV Contract Transportation, Inc.**  
for  
Circulator Bus and On-Demand Transportation Services

**Bus Operation Services  
Agreement 2015-43  
Amendment No. 2**

This Amendment to Agreement 2015-43 is effective this 1st day of August, 2016, by and between MV Contract Transportation, Inc., a wholly owned subsidiary of the parent company MV Transportation, Inc., ("MV Transportation") and the Town of Miami Lakes ("Town"), collectively referred to hereinafter as the "Parties".

By executing this Amendment both parties agree as follows:

1. The Parties agree to a temporary 90-day extension under the same terms and conditions of Agreement 2015-43 and amendments thereto. The updated expiration date is hereby amended to October 31, 2016.

**MV Contract Transportation, Inc.**

  
\_\_\_\_\_  
Signature

Robert A. Pagorek, CFO  
Name (Print)

**Town of Miami Lakes**

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

**Attest:**

\_\_\_\_\_  
Gina Inguanzo, Town Clerk



## **Bus Operation Services**

### **Agreement 2015-43**

#### **A. Parties**

This Agreement 2015-43 (the "Agreement") is made this 28<sup>th</sup> day of May, 2015, by and between MV Contract Transportation, Inc., a wholly owned subsidiary of the parent company MV Transportation, Inc. ("MV"), located at 5910 N Central Expressway, Suite 1145, Dallas, Texas 75206, and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

#### **B. Recitals**

Whereas, the Town desires to enter into an agreement with MV for bus operation services; and

Whereas, MV agreed to provide said services to the Town based on the provisions of MV's Professional Services Agreement ("PSA") with The City Hialeah, Florida dated on November 1, 2010, , except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Resolution 15-1299, as approved by the Town Council, has agreed to enter into an agreement with MV, in accordance with the terms of the PSA, which is attached hereto as Attachment "A" and made part of this Agreement.

#### **C. Terms and Conditions**

Therefore, both parties agree as follows:

##### **1. Services**

MV will provide Bus Operation Services to the Town in accordance with the terms of the PSA (the "Services"). All other terms and conditions of the PSA are incorporated herein by reference, except to the extent otherwise provided in this Agreement.

The Town shall utilize the facilities of the City of Hialeah ("Hialeah") for the storage, fueling and maintenance of the buses. Hialeah's responsibilities related to the buses are outlined in an Interlocal agreement between the Town and Hialeah, a copy of which is attached to this Agreement as Attachment "B".

##### **2. Contract Modifications**

As between MV and the Town, the following provisions of the PSA are hereby modified and made applicable to this Agreement:

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



I. In General:

- a. All references to the word "Agreement shall mean this Agreement and the PSA insofar as applicable. This Agreement shall be indicated as 2015-43 and shall be included on all correspondence and invoices.
- b. All references to the "City" or "Hialeah" are hereby respectively changed to the "Town"
- c. All references to the "Mayor" are hereby change to the "Town Manager or designee". For purposes of this Agreement the designee shall be the Town's Planning Director, who will serve as the Project Manager and the primary point of contact for the Town.

II. Initial Term and Renewal Options should read:

- a. The effective date of this Agreement and commencement of Services is on August 1, 2015.
- b. The term of the Agreement will be six (6) months from effective date, with an option to renew ("OTR") for additional six (6) months. The OTR will be exercised at the sole discretion of the Town. Nothing in this Agreement shall preclude MV to participate in and submit to future solicitations issued by the Town with regard to long-term bus operation services.

III. Section II, Scope of Services language is revised as follows:

- a. The list of buses identified in Article 2.3 is hereby modified to reflect the following vehicles:

<u>Vehicle Identification Number (VIN)</u>	<u>Year</u>	<u>Make</u>
1N9MNAE34DC084193	2012	El Dorado
1N9MNAC66DC084192	2012	El Dorado
1FDFE4FP6ADA12828	2005	Ford

- b. Article 2.4 is hereby deleted and replaced with the following:

i. Circulator Service. The Contractor will provide bus services within the Town according to the schedule determined by the Town, which shall be provided to MV at least thirty (30) days before its implementation. The Town will be responsible for designation of the pick-up and delivery points. The Contractor shall operate one fixed-route using two buses and a demand-response service using one bus. The Contractor shall provide the fixed-route bus services every Monday through Friday from 6:00 a.m. to 10:00 a.m., and from 2:15 p.m. through 7:00 p.m., except during New Year's Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day when these services will not be provided by Contractor.

ii. On-Demand Service. The Contractor shall provide the demand-response service every Monday through Friday between 8:00 a.m. and 3:15 p.m., except during New Year's Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day when this service will not be provided by Contractor. The hours and days of service are subject to change at the sole discretion of the Town which changes must be communicated to Contractor at



least fifteen (15) days before its implementation. Passengers must be picked-up within ten (10) minutes of the scheduled time. An amount equal to \$17.00 will be deducted for each passenger the Contractor fails to pick-up within this time-frame.

iii. Additional Service. From time to time, the Town may request that the Contractor operate the transportation services beyond the established schedules. These additional services may include, but are not limited to, extended hours of Service, special routing to assist during post-recovery period from a disaster, including both man-made or natural disasters, or special events. The Contractor will provide these Services as directed by the Town and will be compensated at the hourly rate established in this Agreement.

c. Article 2.5 is deleted and replaced with:

i. For day to day operations, the Town's point of contact will be:

Brandon Schaad  
Director, Planning & Zoning  
(305) 364-6100 ext. 1102 or [schaadb@miamilakes-fl.gov](mailto:schaadb@miamilakes-fl.gov)

ii. For contractual related issues the Town's point of contract will be the Town's Procurement Manager, as Identified in Section VI General Conditions.

iii. For day to day operations, the Contractor's point of contact is the site manager.

d. The language in Article 2.7 is hereby deleted and replaced with the words "Not Used". In addition, all references and requirements in the PSA related to fare boxes or fare collection are hereby deleted.

e. The required quality/safety workshops referred to in Article 2.8 shall be provided by MV.

IV. Section III, Compensation is revised as follows:

a. The first two sentences of Article 3.0 are hereby deleted and replaced with the following:

The Town agrees to pay the Contractor the rate of \$23.01 per vehicle revenue hour. For purposes of this Agreement, a revenue hour is defined a unit of time, expressed to the exact minute, measured from the time of arrival at the first scheduled stop until the time of departure from the last scheduled stop of each bus each day, excluding deadhead and lunch breaks. Deadhead is defined as the time from the departure from the facility to the arrival at the first stop and the time from departure from the last stop to arrival at the facility at the end of the service day.

b. In addition to the provisions on invoices, the following language is added:

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



Contractor will provide one invoice per month for the Services provided in the prior month. The Contractor will use the Town's standard invoice form. All payments will be made in accordance with the State of Florida Local Government Prompt Payment Act.

V. Section VI, General Conditions, the points of contact for the Town is updated as follows:

Alex Rey	Gary Fabrikant
Town Manager	Procurement Manager
Town of Miami Lakes	Town of Miami Lakes
6601 Main Street	6601 Main Street
Miami Lakes, Florida 33014	Miami Lakes, Florida 33014
<a href="mailto:reya@miamilakes-fl.gov">reya@miamilakes-fl.gov</a>	<a href="mailto:fabrikantG@miamilakes-fl.gov">fabrikantG@miamilakes-fl.gov</a>

VI. Section VIII, LIMITATION ON DELEGATION AND ASSIGNMENT:

The performance of this Agreement 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 merger or 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 Agreement.

Any transfers or assignments without Town's approval is a cause to terminate this Agreement. Further, such transfers or assignments will not bind the Town.

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

VII. Section XV, INSURANCE, insofar as applicable, is revised to add the following language:

The Town of Miami Lakes must be shown as the additional insured under the required insurance. Copies of such insurance certificates must be provided to the Procurement Manager prior to the commencement of any Service under this Agreement.

**3. Federal Civil Rights Compliance Requirements**

Contractor shall comply with federal civil rights requirements as stated in the Town's Assurance Of Compliance With Title VI of the Civil Rights Act of 1964 attached to this Agreement as Attachment "C".

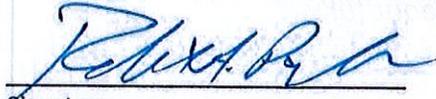
**4. Subcontractors**

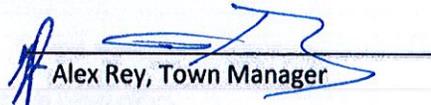
Contractor shall not subcontract any of the Services to be performed under this Contract without the prior written consent of the Project Manager.



**MV Contract Transportation, Inc.**

**Town of Miami Lakes**

  
\_\_\_\_\_  
Signature

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

Robert A. Pagorek  
Name (Print)

**Attest:**

\_\_\_\_\_  
Marjorie Tejada, Town Clerk

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



**CORPORATE RESOLUTION**

WHEREAS, MV Contract Transportation, Inc., a wholly owned subsidiary of the parent company MV Transportation, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the Services described in the Agreement 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 Chief Financial Officer,  
(type title of officer)

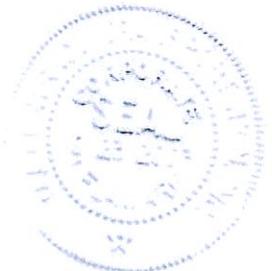
Robert A. Pagorek, is hereby authorized  
(type name of officer)

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 Agreement to which this resolution is attached.

DATED this 27th day of May, 2015.

Patricia McAnde  
Assistant Corporate Secretary

(Corporate Seal)



**Bus Operation Services  
Agreement 2015-43  
Amendment No. 1**

This Amendment is hereby entered into on this 3<sup>rd</sup> day of November, 2015, by and between MV Contract Transportation, Inc., a wholly owned subsidiary of the parent company MV Transportation, Inc., ("MV Transportation") and the Town of Miami Lakes ("Town"), amending Agreement 2015-43.

By executing this Amendment both parties agree as follows:

1. Article C.2.IV.a, is hereby replaced with the following:

The Town agrees to pay the Contractor the rate of \$23.01 per vehicle revenue hour. For the purposes of this Agreement, a revenue hour is defined as a unit of time, expressed to the exact minute, measured from the time the bus leaves the facility in Hialeah, Florida until the bus is returned to the facility in Hialeah, Florida. This time shall be known as "Gate to Gate".

2. Article C.2.IV.b, is hereby changed to Article C.2.IV.c.
3. Article C.2.IV.b, is hereby added as follows:

The Town will be charged a fixed time of 15 minutes per route, per day for fueling time. If the bus is not fuel each day the Town will not be charged the time for the day in which a bus was not fueled.

4. MV Transportation will provide Sunday revenue service between the hours of 8:00 am to 1:00 pm for the purpose of providing transportation to religious services for residents who require such transportation services. The hourly rate for this service will be \$31.165 per hour, which includes the cost of a Dispatcher.
5. The hours MV Transportation provides service on Tuesday, Wednesday, and Thursday are hereby increased to no later than 5:15 pm for the purpose of transporting children from a local after-school program to participate in a soccer club.

**MV Contract Transportation, Inc.**

**Town of Miami Lakes**



Signature

Robert A. Pagorek, CFO

Name (Print)

  
Alex Rey, Town Manager

Attest:

  
Gina Inguanzo, Town Clerk



Via Email  
[egriffin@mvtransit.com](mailto:egriffin@mvtransit.com)

April 26, 2016

Mr. Edward Griffin  
Vice President, Business Development  
MV Contract Transportation, Inc.  
5910 N. Central Expressway, Ste 1145  
Dallas, TX 75206

Subject: Bus Operating Services, 2015-43, Option To Renew – Corrected

Dear Mr. Griffin:

This letter supersedes the renewal letter dated February 16, 2016.

The initial term for the above referenced Agreement with the Town expired on January 31, 2016.

The terms of the Contract provide that the Town may exercise the option(s) to renew under the Contract subject to the renewal being under the same terms and conditions as contained in the initial Agreement.

This letter serves as the Town's notification that your firm's Agreement with the Town is hereby extended for a period of six (6) months. The option to renew period will commence on February 1, 2016 with an expiration of date of July 31, 2016.

Your company also must provide updated insurance certificates reflecting the coverage required by the contract. Please submit the insurance documents to the Procurement Office at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov).

Sincerely,

  
Alex Rey  
Town Manager

c: Christina Semeraro, Procurement Manager   
Brandon Schaad, Director of Planning  
Héctor Solimán-Valdez, Transportation Planning Coordinator



**I. In General:**

- a. All references to the word "Agreement shall mean this Agreement and the PSA insofar as applicable. This Agreement shall be indicated as 2015-43 and shall be included on all correspondence and invoices.
- b. All references to the "City" or "Hialeah" are hereby respectively changed to the "Town"
- c. All references to the "Mayor" are hereby change to the "Town Manager or designee". For purposes of this Agreement the designee shall be the Town's Planning Director, who will serve as the Project Manager and the primary point of contact for the Town.

**II. Initial Term and Renewal Options should read:**

- a. The effective date of this Agreement and commencement of Services is on August 1, 2015.
- b. The term of the Agreement will be six (6) months from effective date, with an option to renew ("OTR") for additional six (6) months. The OTR will be exercised at the sole discretion of the Town. Nothing in this Agreement shall preclude MV to participate in and submit to future solicitations issued by the Town with regard to long-term bus operation services.

**III. Section II, Scope of Services language is revised as follows:**

- a. The list of buses identified in Article 2.3 is hereby modified to reflect the following vehicles:

<u>Vehicle Identification Number (VIN)</u>	<u>Year</u>	<u>Make</u>
1N9MNAE34DC084193	2012	El Dorado
1N9MNAC66DC084192	2012	El Dorado
1DFE4FP6ADA12828	2005	Ford

- b. Article 2.4 is hereby deleted and replaced with the following:

**I. Circulator Service.** The Contractor will provide bus services within the Town according to the schedule determined by the Town, which shall be provided to MV at least thirty (30) days before its implementation. The Town will be responsible for designation of the pick-up and delivery points. The Contractor shall operate one fixed-route using two buses and a demand-response service using one bus. The Contractor shall provide the fixed-route bus services every Monday through Friday from 6:00 a.m. to 10:00 a.m., and from 2:15 p.m. through 7:00 p.m., except during New Year's Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day when these services will not be provided by Contractor.

**II. On-Demand Service.** The Contractor shall provide the demand-response service every Monday through Friday between 8:00 a.m. and 3:15 p.m., except during New Year's Day, Memorial Day, Labor Day, Thanksgiving Day or Christmas Day when this service will not be provided by Contractor. The hours and days of service are subject to change at the sole discretion of the Town which changes must be communicated to Contractor at



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** ALS Transport Unit for Fire Station 64

**Date:** July 26, 2016

---

### **Recommendation:**

It is recommended that the Town Council adopt a resolution requesting an ALS transport unit for Miami Lakes Fire Station 64.

### **Background:**

At the January 5, 2016 Council Meeting, Councilman Nelson Rodriguez brought forth a new business item requesting that the Council adopt a resolution requesting an ALS transport unit for Miami Lakes Fire Station 64. The Council unanimously voted in support of the item. The resolution requesting the ALS transport unit for Station 64 is attached.

### **Attachments:**

**160105 - New Business Item**

**Resolution - Requesting ALS Transport Unit**



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilman Nelson Rodriguez

**Subject:** ALS Transport Unit for Station 64

**Date:** January 5, 2016

---

### **Recommendation:**

I am requesting that the Town Staff prepare a Resolution requesting that Miami Dade County Fire Rescue place a ALS Transport Unit (Rescue truck) at Station 64. This resolution will serve as the trigger for the County to begin their budgeting and staffing process.

With the development of the Dunwoody property, the Town will be expanding by 482 homes. At this time the Town currently has only one rescue unit which is on the northern most point of 67th Ave.

As traffic travel time increases throughout Miami Lakes and its surrounding areas, I believe it is time to add Rescue 64 to the Town and Northwest Dade.

Fiscal Impact: Small

RESOLUTION NO. 16-\_\_\_\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA REQUESTING AN ALS TRANSPORT UNIT FOR MIAMI LAKES FIRE RESCUE STATION 64; PROVIDING FOR TRANSMITTAL DIRECTIONS TO THE CLERK; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Miami Lakes Fire Rescue Station 64 (“Station 64”) opened in 2015 within the Town of Miami Lakes (the “Town”); and

**WHEREAS**, Station 64 is located in the western portion of the Town and is a 13,512 square foot Silver LEED Certified, two story, three bay fire rescue facility;

**WHEREAS**, there is only one ALS transport unit assigned to the Town and it is being used at Miami Lakes Fire Rescue Station 1, which is located on the northern-most corner of NW 67<sup>th</sup> Avenue within the eastern-side of the Town;

**WHEREAS**, in addition to population increases in the northwestern part of Miami-Dade County, the west-side of the Town is experiencing a growth in population, particularly due to a residential development that is expected to bring 482 residences to the Town’s west-side; and

**WHEREAS**, in consideration of the reasonably expected increase in population in the Town and the northwestern part of Miami-Dade County, the Town Council finds that it is in the best interest of the Town to request that an ALS transport unit be allocated to Station 64 in order to continue providing proper service, response times, and efficiency, and in an effort to enable rescue personnel to continue to provide for the health, safety and welfare of residents of the Town and its surrounding communities.

**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. Request for ALS Transport Unit.** The Town Council hereby formally requests that an ALS transport unit be allocated for Miami Lakes Fire Rescue Station 64.

**Section 3. Transmittal Directions to Clerk.** The Town Clerk is directed to send a certified copy of this Resolution to the Honorable Carlos Gimenez, Mayor of Miami-Dade County and the Honorable Esteban Bovo, District 13 Commissioner, Miami-Dade County. .

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

Passed and adopted this 26<sup>th</sup> day of July, 2016.

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

Mayor Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

---

Michael A. Pizzi, Jr.  
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 Council

**From:** Alex Rey, Town Manager

**Subject:** Hedge Heights on Single Family and Two Family Properties

**Date:** July 26, 2016

---

### **Recommendation:**

It is recommended that the Town Council approve the attached ordinance on first reading to allow for hedges to be eight feet tall, rather than six feet, along property lines where a single family or two family property shares that property line with a single family or two family property of two or more stories.

### **Background:**

Currently, the Land Development Code (LDC) generally has a maximum hedge height of six feet for single family and two family properties within required setbacks (higher heights are allowed along arterial and collector roadways, and lower heights within the front setback or waterward of the top of slope on waterfront lots). The proposed amendment would provide that, where a single family or two family property shares a common property line with a single family or two family property with two or more stories, any hedge along that common property line may be eight feet high.

The amendment would also allow hedges along side and rear property lines along a local street to be eight feet high (currently ten foot hedges are allowed along arterial and collector streets but local streets are not addressed), and other language modifications are proposed to make the intent more clear.

### **Attachments:**

**May 3, 2016 New Business Item**

**Ordinance - First Reading - Hedge Height**

ORDINANCE NO. 16-\_\_\_\_

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN LAND DEVELOPMENT CODE BY AMENDING ARTICLE VII, SECTION 13-1701, LANDSCAPE REQUIREMENTS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Objective 1.2 of the Town's Comprehensive Plan states that the Town shall maintain an effective and efficient Land Development Code (LDC); and

**WHEREAS**, the Town Council desires to modify allowed hedge heights on single-family and two-family residences where an abutting property includes a structure of two or more stories; and

**WHEREAS**, the Town's Planning and Zoning Board, as the Local Planning Agency (LPA), will review and make a recommendation on the proposed amendments at a duly advertised Public Hearing on August 16, 2016; and

**WHEREAS**, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency (LPA) and Town staff, the Town Council wishes to adopt the amendments to the Town LDC attached hereto as Exhibit A; and

**WHEREAS**, the proposed amendments are in conformance with all applicable requirements of the Town's Code of Ordinances, including the LDC; and

**WHEREAS**, the proposed amendments will not be in conflict with the public interest, and are consistent and in harmony with the purpose and intent of the Comprehensive Plan; and

**WHEREAS**, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public interest.

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

**Section 1. Recitals.** Each of the above stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Adoption.** The Town Council hereby adopts the amendments to Article VII, of the Town LDC, which are attached as Exhibit A hereto and are incorporated herein<sup>1</sup>.

**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.

**THIS SPACE INTENTIONALLY LEFT BLANK**

---

<sup>1</sup> Additions to the text are shown in underline and deletions from the text are shown in ~~striketrough~~.

**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 Michael A. Pizzi, Jr. \_\_\_\_\_
- Vice Mayor Tim Daubert \_\_\_\_\_
- Councilmember Manny Cid \_\_\_\_\_
- Councilmember Tony Lama \_\_\_\_\_
- Councilmember Ceasar Mestre \_\_\_\_\_
- Councilmember Frank Mingo \_\_\_\_\_
- Councilmember Nelson Rodriguez \_\_\_\_\_

Passed and adopted on first reading this 26<sup>th</sup> day of July, 2016.

**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 Michael A. Pizzi, Jr. \_\_\_\_\_
- Vice Mayor Tim Daubert \_\_\_\_\_
- Councilmember Manny Cid \_\_\_\_\_
- Councilmember Tony Lama \_\_\_\_\_
- Councilmember Ceasar Mestre \_\_\_\_\_
- Councilmember Frank Mingo \_\_\_\_\_
- Councilmember Nelson Rodriguez \_\_\_\_\_

Passed and adopted on second reading this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

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

Approved as to form and legal sufficiency:

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

# **EXHIBIT “A”**

## Chapter 13 – Land Development Code

### Article VII. Environmental Regulations.

#### Sec. 13-1701. Landscape requirements.

- (a) All single-family and two-family residences shall comply with Chapter 18A, Landscape Ordinance (see Section 13-1), and the following minimum standards.

\* \* \*

#### (4) Hedges.

- a. Hedges shall not be permitted parallel to the front, side or rear street property line within the required front, side or rear street required yards except as provided in this section.
- b. Within ~~a the required front or side street yard~~, a hedge shall include any plant grouping, parallel to ~~a the front or side street~~ property line, that is greater than ten feet in length or which is less than ten feet from any other plant grouping. A plant grouping shall include, but not be limited to, plant materials such as, grasses, ground covers, shrubs, vines, trees and rocks.
- c. In zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear yard property line facing a street, set back a minimum of 20 feet from the front property line. Any such hedge shall comply with the corner visibility requirements in Subsection (h) below.
- d. In non-zero lot line developments, where a side and/or rear yard faces a street, a hedge shall be permitted, with a zero setback, along the required side and rear property line facing a street, provided that:
  1. The property is located in one of the following two areas: west of the Palmetto Expressway and north of NW 154th Street; or, west of the Palmetto Expressway, south of 154th Street and west of NW 87th Avenue.
  2. The hedge shall be set back a minimum of 25 feet from the front property line.
  3. Any such hedge shall comply with the corner visibility requirements in Subsection (h) below.
- e. The maximum height of hedges located within a required yard, as may be otherwise allowed by this section, shall not exceed six feet with the following exceptions:
  1. For waterfront properties, hedges located waterward of the top of the slope or tie line shall not exceed a height of two and one-half feet.
  2. Hedges that are within a required street side yard or required rear yard along a street, and facing arterial or collector roadways shall have a maximum height of ten feet. Hedges that are within a required street side yard or required rear yard along a street, and facing a local street shall have a maximum height of eight feet. Hedges facing state roadways shall not have a height limit but must be maintained neat and trimmed.
  3. Hedges along the side property lines within the required front yard ~~or along the rear property line within the side yard facing a street~~ shall not exceed a height of two and one-half feet.
  4. Where a single family or two family property has a common lot line that is shared with a property that includes a single family or two family structure of two or more stories,

the maximum hedge height along that common property line within the required yard shall be eight feet; provided, however, the height limitation of hedges along a side property line within the required front yard as specified in subsection (a)(4)e.3 of this section shall apply.

45. Height between different districts. Where an RU District abuts another district, a hedge on the RU property may be erected or maintained on the common property line at the height permitted in the abutting district.
- f. Hedges for waterfront properties.
1. Hedges along the side property lines shall not be permitted within ten feet of the water's edge. The water's edge is defined as the average high groundwater elevation.
  2. Hedges shall not be permitted to be placed parallel to the water's edge waterward of the top of the slope.
  3. Landscaping or hedges waterward of the top of slope but landward of the water's edge are allowed; however, hedges or plant groupings shall be placed no closer than ten feet from the water's edge. No hedge or plant groupings shall exceed two and one-half feet in height waterward of the top of the slope. Fences, wall or rocks arranged to form a fence or wall or objects which restrict access or block views from adjacent properties are not permitted beyond the top of the slope toward the lake, or waterside of the survey tie line.
- (5) All existing hedges that do not comply with the above regulations shall either be removed if no longer permitted or trimmed to comply with the maximum height requirements.
  - (6) All planted materials shall be maintained, trimmed and irrigated as required to maintain a neat and safe landscape environment. If any tree or plant which is being used to satisfy current landscaping requirements dies, such tree or plant shall be replaced with the same landscape material of the same size.



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilman Manny Cid

**Subject:** Hedge Issue

**Date:** May 3, 2016

---

### **Recommendation:**

Several residents have brought to my attention issues with backyard privacy due to being surrounded by two story homes. I would like to have a discussion with my colleagues on possibly raising the allowable hedge heights from 6ft to 8ft for single story homes adjacent to a two story residence.

Fiscal Impact: Medium



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Town Council

**From:** Alex Rey, Town Manager

**Subject:** Sign Code Amendments

**Date:** July 26, 2016

---

### **Recommendation:**

It is recommended that the Town Council approve the attached ordinance on second reading to amend the Sign Code to address a recent U.S. Supreme Court decision, provide better organization and clarity and address sign types that are currently not addressed.

### **Background:**

In June 2015, the U.S. Supreme Court issued a decision that invalidated a municipal sign code because it violated the First Amendment by distinguishing between signs, and treating them differently, based on the content of the sign. The decision, called *Reed v. Town of Gilbert, Arizona*, is a major and unexpected shift in First Amendment case law that makes parts of most, or maybe even all, municipal sign codes across the country unconstitutional.

The case involved a church that held its services in different locations every week, and placed temporary signage to direct people to the services. The Town of Gilbert's sign code required permits for signs, but had exemptions from this requirement, including exemptions for political signs, temporary directional signs and ideological signs, and allowed different sizes and durations of display for each, with temporary directional signs - which is what the church was displaying each week - receiving the least favorable treatment. The church sued for violation of their free speech rights, arguing that the distinctions were content-based. The Supreme Court eventually agreed.

Based on previous cases, when a regulation is based on the content or message of the sign, it is subject to a review standard called strict scrutiny. To survive strict scrutiny, a regulation must serve a compelling governmental interest AND be narrowly tailored to serve that interest.

Rarely does a regulation pass this test.

Before this decision, regulations were generally considered content-neutral so long as they did not favor or disfavor the message, or discriminate between different viewpoints. This decision changes that. Now, a regulation is content-based if there are different standards for signs based

on subject matter, or topics discussed. Virtually all sign codes currently do this. For example, our code allows signs for special events to be up to 40 square feet, whereas political signs may only be 22 inches by 28 inches, which equates to only about 2 1/2 square feet. Because this distinction is based on the subject matter of the sign, regardless of the lack of discrimination between viewpoints, it is not considered content-neutral under the *Reed* decision.

Roughly speaking, the situation now could be summarized as if the regulator has to read the sign to know how to regulate it, the regulation is (with some exceptions) probably not content-neutral.

While a great deal of uncertainty remains about the practical effects of this decision, it is important to act, in light of the decision, to preserve the purposes of the sign code.

In response to the *Reed* decision, our basic approach is to continue to make the same allowances for signs in terms of number, size, locational requirements, etc., but while no longer doing so with respect to the subject matter on the sign. For example, the Code currently allows every homeowner to have one "warning" sign (i.e. "no trespassing" or "bad dog") up to 80 square inches, while allowing another sign with "noncommercial copy" up to 1.5 square feet. The proposed amendments would continue to allow the same permanent signs in terms of number and size, the sign would not be limited to those subject matter.

While there are instances of impacts to the regulation of permanent signs, such as the example above, the most substantial impacts are to the regulation of temporary signs, which are currently almost completely regulated by references to their subject matter. In response to feedback received from the Council at two workshops held on this issue, since First Reading, staff has dramatically simplified the proposed regulation of temporary signs on RU-zoned properties (essentially, single family, duplex and townhouse lots), such that two temporary signs may be allowed at all times, at a maximum size of 22 inches by 28 inches. Regarding non-RU-zoned properties (roughly including commercial/industrial properties and multi-family residential properties), given the still large amount of uncertainty in how the issue will play out in the courts going forward given pre-existing (and not specifically overruled) case law regarding commercial signage, and again given the Council's feedback regarding the complexity of the previous proposal, Staff now proposes to leave the current temporary signage regime in place for these non-RU-zoned properties.

In addition to changes resulting from *Reed*, the proposed amendments would also bring badly needed organization and improved clarity to many provisions of the Sign Code, as well as address several types of signs that are not currently addressed, such as automatic teller machine (ATM) signs and drive-thru menu board signs.

The Planning and Zoning Board voted at its special meeting on April 27, 2015 to recommend adoption of the ordinance.

## **Attachments:**

**Reed v. Town of Gilbert (2015)**



**ORDINANCE NO. 16- \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE BY AMENDING ARTICLE IX, SECTIONS 13-1901 THROUGH 13-1905, ADDING SECTIONS 13-1906 AND 13-1907; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Objective 1.2 of the Town of Miami Lakes (“Town”) Comprehensive Plan states that the Town shall maintain an effective and efficient Land Development Code (LDC); and

**WHEREAS**, in June 2015, the United States Supreme Court issued a decision in the case *Reed v. Town of Gilbert*, which necessitates changes in the Town’s signage regulations to be in compliance with the decision; and

**WHEREAS**, the amendments to the Town’s Sign Code in this ordinance are written to address the *Reed* decision, as well as to provide better organization and clarity in the Sign Code, and to address signage types not previously addressed; and

**WHEREAS**, the Town’s Planning and Zoning Board, as the Local Planning Agency, considered the proposed amendments at a duly advertised Public Hearing on April 19, 2016, continued to April 27, 2016, and voted to recommend approval; and

**WHEREAS**, after conducting a properly noticed public hearing, hearing public comments, and considering the recommendations of the Local Planning Agency, Town staff, and the public, the Town Council wishes to adopt the amendments to the Town LDC attached hereto as Exhibit A; and

**WHEREAS**, the proposed amendments are in conformance with all applicable requirements of the Town’s Code of Ordinances, including the LDC; and

**WHEREAS**, the proposed amendments will not be in conflict with the public interest, and are consistent and in harmony with the purpose and intent of the Town’s Comprehensive Plan; and

**WHEREAS**, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public 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 are incorporated herein by this reference.

**Section 2. Adoption of Amendments to Town Code.** The Town Council hereby adopts the amendments to Article IX, of the Town LDC, which are attached hereto as Exhibit A and incorporated herein.<sup>1</sup>

**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 Exhibit A 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.** This Ordinance shall become effective immediately upon its adoption on second reading.

---

<sup>1</sup> Additions to the text are shown in underline and deletions from the text are shown in ~~striketrough~~. Changes since first reading are shown in double underline and ~~double striketrough~~.

**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 Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this 5<sup>st</sup> day of April, 2016.

**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 Michael A. Pizzi, Jr. \_\_\_\_\_
- Vice Mayor Tim Daubert \_\_\_\_\_
- Councilmember Manny Cid \_\_\_\_\_
- Councilmember Tony Lama \_\_\_\_\_
- Councilmember Ceasar Mestre \_\_\_\_\_
- Councilmember Frank Mingo \_\_\_\_\_
- Councilmember Nelson Rodriguez \_\_\_\_\_

Passed and adopted on second reading this 26<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Michael A. Pizzi, Jr.  
MAYOR

Attest:

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

Approved as to form and legal sufficiency:

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

# EXHIBIT A

Chapter 13 LAND DEVELOPMENT CODE

ARTICLE IX. SIGNS

Sec. 13-1901. - Scope, purpose, substitution and severability.

- (a) Scope. The provisions of this article shall govern the number, size, location, and character of all signs which may be permitted either as a main or accessory use under the terms of this article. No signs shall be permitted on a plot or parcel either as a main or accessory use except in accordance with the provisions of this article and all other applicable provisions of this chapter.
(b) Purpose. This article shall be known as the "Town of Miami Lakes Sign Code." The purpose of this article is to regulate and restrict signs and other advertising devices within the Town in order to protect and enhance the scenic, historic and aesthetic qualities of the Town and the safety, convenience and general welfare of its inhabitants. This article is implemented so as to support and complement land use objectives as set forth in the Comprehensive Development Master Plan.
(c) Substitution of noncommercial speech for commercial speech. Notwithstanding any provisions of this article to the contrary, to the extent that this article permits a sign containing commercial copy, it shall permit a noncommercial sign to the same extent. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this article.
(d) Severability.
(1) Generally. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article.
(2) Severability where less speech results. This section shall not be interpreted to limit the effect of Subsection (d)(1) of this section, or any other applicable severability provisions in this Code of Ordinances or any adopting ordinance. The Town Council specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the Town, whether by subjecting currently exempt signs to permitting or by some other means.
(3) Severability of provisions pertaining to prohibited signs. This section shall not be interpreted to limit the effect of Subsection (d)(1) of this section, or any

other applicable severability provisions in this Code of Ordinances or any adopting ordinance. The Town Council specifically intends that severability shall be applied to Subsection 13-1903(l), pertaining to prohibited signs, so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.

- (4) Severability of prohibition on off-premises signs. This section shall not be interpreted to limit the effect of Subsection (d)(1) of this section, or any other applicable severability provisions in this Code of Ordinances or any adopting ordinance. If any or all of the Sign Code in this article or any other provision of this Code of Ordinances is declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the Town Council specifically intends that the declaration shall not affect the prohibition on off-premises signs in Section 13-1903(l)5.

Sec. 13-1902. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Where there is a question as to the correct classification or definition of a sign, it shall be the prerogative of the Administrative Official Director to place said sign in the strictest category and/or classification. For any term used in this Article which is not specifically defined herein, the definitions contained in Subsection 13-1(a) shall apply.

Attraction board means a sign or portion of a sign on which copy is changed periodically, advertising special sales, bargains, etc. Said attraction board may be incorporated into the sign permitted.

Awning, canopy, roller curtain or umbrella sign means any sign, stamped, perforated, or stitched on the surface area of an awning, canopy, roller curtain or umbrella.

Cantilever means that portion of a building, projecting horizontally, whether it be on the same plane as the roof line or not.

Cantilever sign means any sign which is mounted on a cantilever. No cantilever sign may extend beyond the cantilever.

Changeable copy sign means a sign or portion of a sign on which copy is changed periodically.

Detached sign means any sign not attached to a building, but which is affixed and permanently attached to the ground. Permanently attached as used herein shall mean that the supporting structure of the sign is attached to the ground by a concrete foundation.

Directional sign means a sign which guides or directs the public and contains no advertising. The name of the facility (such as store name), which the sign is giving direction to, may be included when specified conditions in this article are complied with.

Director means the Director of Planning, Zoning and Code Compliance or his designee.

*Entrance features* means any combination of decorative structures and landscape elements located at the entrance to a development, which identifies or draws attention to the development and/or exercises control of ingress and egress to the development. An entrance feature may include, although not necessarily be limited to, ornamental walls, fences, identifying lettering, logos, works of art, and other decorative structures, earthworks, water bodies, fountains, trees, plantings, and other landscape elements, as well as gatehouses, either singly or in any combination thereof.

*Flat sign* means any sign attached to and erected parallel to the face of, or erected or painted on the outside wall of any building, and supported throughout its length by such wall or building.

*Marquee* means a covered structure projecting from, and supported by the building with independent roof and drainage provisions, and which is erected over a doorway or entranceway as protection against the weather.

*Marquee sign* means any sign attached to or hung from a marquee.

*Noncommercial sign* means a sign not connected with a commercial enterprise.

*Off-premises (~~commercial advertising signs~~)* means any sign which advertises or otherwise promotes and/or provides the location of a business or institution other than one or more which is/are located on the same site as the said sign. ~~which is used for any purpose other than that of advertising to the public the legal or exact firm name of business carried on the premises, or for advertising any service or product or products actually and actively being offered for sale on the premises. Off premises signs may be in the form of a billboard, bulletin board, or poster board, or may be affixed flat to a building or painted thereon.~~

*Person* includes any individual, corporation, society, association, partnership trust or other entity.

*Point of sale sign.* Any sign advertising or designating the use, occupant of the premises, or merchandise and products sold, on the premises same site as the sign, ~~shall be deemed to be a point of sale sign and shall be located on the same premises whereon such is situated or the products sold.~~

*Portable sign* means any sign not attached to or painted on a building and not affixed or permanently attached to the ground.

*Projecting sign* means any sign which is an independent structure, which is attached to the building wall, and which extends at any angle from the face of the wall. ~~No projecting sign shall extend above the roof or parapet wall in any residential district.~~

*Public right-of-way* means a strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation and intended to be occupied or occupied for public purposes by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, waterway, sanitary storm sewer, and other similar uses. ~~any public road and includes a private road that is open to public use.~~

*Pylon* means a vertical extension of a building, constructed integrally and concurrently with the building, or in connection with a major remodeling or alteration of a building. To classify as a pylon for sign purposes, the pylon structure must be an integral part of the building structure, extending to ground level. ~~In business and industrial districts only, the material and construction may~~

~~vary from the materials and type of construction of the exterior walls of the building, but same must be approved by the Director. In all cases, the pylon shall have the appearance of a solid structure.~~

~~*Pylon sign* means a flat sign attached to or painted on the face of a pylon. The outer edge of the sign shall not extend beyond the pylon nor above the roof line.~~

~~*Roof sign* means any sign which is fastened to or supported by the roof or erected over the roof.~~

~~*Semaphore* means any sign consisting of two dual face signs extending horizontally from a light standard. Such sign projecting from opposite sides of such light standard, and such signs must be located in the parking lot of a shopping center to identify the location of parking areas. No advertising is permitted on the sign.~~

*Sign* means any display of characters, letters, logos, illustrations or any ornamentation designed or used as an advertisement, announcement, or to indicate direction that is on a public right-of-way or on private property within public view of a public right-of-way or public park. Use of merchandise, products, vehicles, equipment, inflated balloons, flags, or the like as an attention attractor or advertising device, with or without a printed or written message or advertisement, shall be considered a sign. The above definition shall include signs located inside a window but shall not include the display of merchandise visible through such window.

*Sign Walker* means a person who wears, holds, or balances a sign in order to convey a message.

*Site* means a contiguous area of land which contains, or is proposed to contain, a single, unified development or use. A site shall be interpreted to include, at a minimum, the whole of a platted lot or parcel, unless such lot or parcel has specifically been divided into separate development areas by an approved site plan or other development plan approved by the Town; however, where an approved site plan or other development plan approved by the Town unites more than one lot or parcel into a unified development or use, those lots or parcels together shall be considered one site.

*Standing sign.* A standing sign shall include any and every sign erected on or affixed to the land and any and every exterior sign that is not attached to a building.

*Temporary sign* means any sign to be erected on a temporary basis, such as signs advertising the sale or rental of the premises on which located; signs advertising a subdivision of property; signs advertising construction actually being done on the premises on which the sign is located; signs advertising future construction to be done on the premises on which located, and special events, such as carnivals, concerts, public meetings, commercial and industrial, or other promotional events, sporting events, political campaigns or events of a similar nature, as determined by the Administrative Official Director.

*Wall* means, for sign purposes, that portion of the building's exterior, horizontal surface on the same plane, regardless of vertical or horizontal indentations, and including the surface of parapets and pylons projecting from the building. For sign purposes, there shall be considered to be only four planes to any building and it shall be the prerogative of the Director to determine which portion of odd-shaped buildings, such as buildings of hexagon or octagon design, to which flat signs

may be affixed, with such location to be so determined as to prevent a grouping of signs which can be viewed from one direction.

Wall sign means any sign attached to and erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building and supported by such wall or building and which displays only one advertising surface.

Sec. 13-1903. - General requirements for all signs.

- (a) Interpretation. Only those signs that are specially authorized by this Sign Code shall be permitted. Those that are not listed or authorized shall be deemed prohibited.
(b) Permits required.
(1) Applications and permits. No sign, unless excepted by this article, shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this article and until a permit has been issued by the Town. Before any permit is issued, an application for such permit shall be filed together with three sets of drawings and/or specifications (one to be returned to the applicant) as may be necessary to fully advise and acquaint the issuing department with the location, method of construction, type of materials, manner of illumination, method of erection, securing or fastening, number and type of signs applied for, and advertisement to be carried. All signs which are electrically illuminated by any means shall require a separate electric permit and inspection.
(2) Consent of property owner. No sign shall be placed on any property unless the applicant has the written consent of the owner and lessee, if any, of the property. In any case where a permit is required for placement of the sign, the property owner must be a signatory of the permit application.
(3) Calculating number of signs. A single double-sided sign containing copy advertisement on each side shall be counted as one sign. Every other sign, including those with more than one face, shall be counted as a separate sign for each face thereof.
(4) Calculating sign size.
a. For a sign, either freestanding or attached, the area shall be considered to include all lettering, including any ascenders and descenders, wording, and accompanying designs and symbols, together with the background, whether open or enclosed, on which they are displayed, any frame around the sign and any "cutouts" or extensions, but shall not include any supporting framework and bracing incidental to the display itself.
b. The Director shall have the discretion of determining the area of any sign which is irregular in shape, and in such cases will be guided by calculations as made by a licensed, registered engineer when same are shown on the drawing.

- (c) *Compliance with codes.*
  - (1) All signs shall conform to the requirements of the building, electrical, and other applicable code requirements, ~~except as may be otherwise provided herein.~~
  - ~~(2) Advertising conflicting with zoning rules. No sign shall be erected or used to advertise any use or matter which would conflict with the regulations for the zoning district in which it is located or be in conflict with the use permitted under the certificate of use or occupancy for the property.~~
- (d) *Qualification and certification of erector.* Where the erection of any sign requires compliance with any Florida Building Code requirement, the erector of the sign shall qualify with the respective examining board.
- (e) *Fees required.* No sign, where a permit is necessary shall be exhibited unless the required permit fees are paid.
- (f) *Time limitation of permits.* All signs shall be erected on or before the expiration of 180 days from the date of issuance of the permit. If the sign is not erected within said 180 days, the permit shall become null and void, and a new permit required; provided, however, that the Administrative Official ~~Director~~ may extend such permit for a period of 90 days from the date of the expiration of the permit if written application for such extension is received ~~and approved~~ by the Administrative Official ~~Director~~ prior to the expiration date of the initial permit and provided that the proposed sign complies with all requirements in effect at the date of such renewal.
- ~~(g) *Reserved. Identification of permit holder on sign.* Each sign requiring a permit shall carry the permit number and the name of the person or firm placing the sign on the premises; such marking shall be permanently attached and clearly visible from the ground.~~
- (h) *Responsibility for sign.* The owner and/or tenant of the premises, and the owner and/or erector of the sign shall be held responsible for any violation of this article; provided, however, that when the sign has been erected in accordance with this article, the sign company shall be relieved of further responsibility after final approval of the sign.
- (i) *Inspection.* No sign, temporary or permanent, where a permit is required, shall be approved for use, unless the same shall have been inspected by the Department issuing the permit, and no sign shall be erected or used unless it complies with all the requirements of this article and applicable Florida Building Code requirements. ~~The holder of a permit for a sign shall request inspections of a sign as follows:~~
  - ~~(1) Foundation inspection (this shall include method of fastening to building or other approved structure).~~
  - ~~(2) Shop inspection (electrical and/or structural where indicated on the permit and/or approved plan).~~
  - ~~(3) Final inspection (this shall include structural framing, electrical work, identification of permit number and erector of sign, etc.).~~

(4) Any additional inspections which may be specified on the permit and/or approved plans.

(j) Maintenance of signs.

(1) All signs shall be properly maintained in a safe and legible condition at all times. In the event that a use having a sign is discontinued for a period of 45 days, all signs and all component parts which identified the use are to be removed from the site, and the site on which the sign was located left in a presentable manner. Sign removal shall be the responsibility of the owner of the property.

(2) Latticework, painting, etc. Where the rear of any sign is visible from a street, waterway, park or residence, or from another property under different ownership RU, RO, RM, BU, TC or IU District, the exposed structural members of such sign shall be either concealed by painted latticework, slats or be suitably painted or decorated, and such back screening shall be designed, painted and maintained to the satisfaction of the Administrative Official Director.

(3) Cutting weeds. The owner of each sign not attached to a building shall be responsible for keeping the weeds cut on his property within a radius of 50 feet from the sign or to the nearest highway or waterway.

(4) Removal of dilapidated signs. The Administrative Official Director may cause to be removed any sign which shows neglect or becomes dilapidated or where the area around such sign is not maintained as provided herein after due notice has been given. The owner of the sign and/or the property shall be financially responsible for the removal of the sign.

(k) Signs permitted without a sign permit. The following signs may be erected or constructed without a permit when in accordance with the Florida Building Code and all other provisions of this article:

(1) Temporary signs not exceeding six square feet in area, and not electrically illuminated, except where installation of the sign otherwise require a building permit, or as otherwise specifically provided by this article will not require a sign permit, but must otherwise comply with this article and applicable building codes.

(2) Traffic signs, provisional warnings and signs indicating bona fide danger are exempt from this article. Such exempted signs shall not contain any commercial advertisement.

(3) Awning, canopy, roller curtain, or umbrella sign or signs. Such signs shall be limited to eight-inch letters in height or, up to twelve inch letters in height when in lieu of signage attached to a building per 13-1904(3)b., may be up to twelve inch letters in height, and shall not exceed a total coverage of 24 square feet. Any such sign shall be limited to the identification of the occupant and/or use of the property not exceed a total coverage of 24 square

- ~~feet. No sign permit shall be required for the awning, canopy, roller curtain or umbrella sign, but the same shall comply with applicable technical codes.~~
- (4) ~~Disabled, baby stroller or handicapped parking signs.~~ Signs required by State law or County or Town ordinance for parking spaces reserved for disabled or handicapped persons, ~~shall not require a sign permit, and signs required for parking spaces reserved for persons transporting young children, and baby stroller parking signs and similar signs shall not require a sign permit. These signs shall be in addition to the number of signs otherwise allowed by this article.~~
- (5) Signs not exceeding 1.5 square feet in area such as (but not limited to) those commonly used to indicate ~~and bearing only~~ property street numbers, post box numbers, and ~~or~~ name of occupant of premises.
- (6) Flags when installed upon a pole or upon a mounting device attached to a building, where the pole or mounting device was legally installed, with all required permits, for the purpose of displaying flags, and insignia of any government, except when displayed in connection with commercial promotion. Installation of a permanent flagpole or other permanent mounting device shall require a building permit.
- (7) Legal notices, identification, information, or directional signs erected by or on behalf of governmental bodies.
- (8) ~~Integral decorative and architectural features of buildings except letters, logos, trademarks, moving parts or moving lights. Reserved.~~
- (9) Signs within enclosed buildings or structures which are so located that they are not visible from public or private streets or adjacent properties such as signs in interior areas of malls, commercial buildings, ballparks, stadiums and similar structures or uses, providing said signs are erected in such a manner as not to be hazardous. If illuminated, the necessary electrical permits shall be obtained.
- (10) Temporary holiday and special event decorations and lighting as otherwise allowed in this Article ~~provided said decorations and lighting are displayed no more than 30 days prior to and no more than 30 days after the holiday or event. Said decorations shall carry no advertising matter.~~
- (11) In the RU zoning districts, signs that do not require a building permit to install, do not exceed an area of four square feet and are limited to a height of no greater than six feet above grade, such as (but not limited to) those commonly used to indicate "Danger," "No Parking," "Post No Bills," "Bad Dog," "No Trespassing," towing warnings and similar warning signs; ~~provided such signs do not exceed an area of 1.5 square feet. Signs shall be provided in keeping with zoning district regulations.~~
- (12) Banners and other decorative materials in conjunction with an special event, provided that the Town has issued a Special Event permit that authorizes the

banners or other decorative materials conducted pursuant to a dedication or a grand opening are permitted without a sign permit. Such banners and decorative materials shall comply with the requirements of Section 13-1903(p). not be more than 40 square feet (aggregate)

(13) Signs required by law including signs required for notification or other purposes by Town ordinance.

(14) "No Trespassing" signs, provided such signs do not exceed an area of 1.5 square feet. Signs shall be provided in keeping with zoning district regulations.

(15) Window signs, as allowed by Subsection (o) below. A permanent sign displaying noncommercial copy not exceeding an area of 1.5 square feet. Signs shall be provided in keeping with zoning district regulations.

(I) Prohibited signs.

(1) No sign shall be so located as to constitute a danger to public safety, as determined by the Administrative Official. Signs which are incorporated within benches and shelters are prohibited.

(2) No sign shall exhibit thereon any lewd or lascivious matter.

(3) No sign shall be attached to trees, utility poles or any other unapproved supporting structure, as determined by the Administrative Official Director.

(4) Roof signs are prohibited in all the districts.

(5) Off-premises (commercial advertising signs) are prohibited in all districts, except temporary signs specifically authorized by Subsection (p) of this Section. A real estate open house sign shall not be considered an off-premises sign/billboard.

(6) No signs shall be erected or painted on fence and wall enclosures in residential districts. Signs on Fences and wall enclosures signs shall also be prohibited in the residential, commercial and industrial districts, unless approved by the Administrative Official Director as a Temporary sign, pursuant to Subsection (p) of this Section. Notwithstanding the above, however, such signs referenced sentence, warning signs with the approval of the Director or if shall be allowed where the sign is required by Florida Statutes or determined by the Administrative Official to be necessary for public safety and the required message cannot reasonably be provided on any other type of allowed sign shall be allowed.

(7) Even if not classified as a sign, blinking or flashing lights, moving or rotating signs, strobes, light races, etc.; streamer lights; pennants; banners (unless otherwise approved pursuant to this Article); streamers; and all fluttering, spinning or other type of attention attractors or advertising devices are prohibited, with the exception of items that are part of a holiday decoration display pursuant to Subsection 13-1903(p). Further,; for national flags, as

~~otherwise allowed by this Article, shall not be considered to be regulated by this Subsection (l)(7) flags of bona fide civic, charitable, fraternal and welfare organizations and further except during recognized holiday periods such attention attractors that pertain to such holiday periods may be displayed on a temporary basis during such periods. The flags permitted by this Subsection (l)(7) shall not be used in mass in order to circumvent this subsection by using said flags primarily as an advertising device.~~

- (8) No revolving or rotating sign shall be permitted or erected. No automatic electric changing (ACS) sign shall be permitted unless erected by or on behalf of governmental bodies.
- (9) Any signs which are not bona fide traffic signs, ~~which use the word "stop" or "danger" or present or imply the need or requirement of stopping, or which are copies or imitations of official signs, which use colors or lights in such a way as to mimic traffic or other official cautionary devices or which otherwise are likely to confuse members of the public in such a way as to be, in the judgment of the Administrative Official, a danger to public safety.~~ Red, green or amber (or any color combination thereof) revolving or flashing light giving the impression of a police or caution light is a prohibited sign, whether on a sign or on an independent structure.
- (10) Portable and pylon signs, ~~except where unless otherwise authorized by law, or approved by the Administrative Official Director~~ in accordance with an approved Special Event permit, pursuant to this article, shall be prohibited, including those that are tied down with metal straps, chaining, or otherwise temporarily anchored to an existing structure or other similar method of anchoring.
- (11) Any sign within the limits of any Town-, State- or County-maintained right-of-way is prohibited, ~~except that. The right of way includes, but is not limited to, all roadsides, sidewalks, utility poles, and highway median strips. The~~ Director of Public Works may authorize certain ~~non-commercial~~ signage to be placed in the Town right-of-way where necessary for public safety and/or the proper functioning of the right-of-way.
- (12) Signs painted or affixed in any manner to any vehicle, vessel, trailer or pickup truck, van or similar transportable device and which is used merely, mainly or primarily to display a sign to advertise a place of business or activity as viewed from a public road, shall be prohibited. This shall not be interpreted to prohibit identification of commercial vehicles provided such vehicles are operational and engaged in the usual business and regular work of the owner ~~moved and used daily for delivery or service purposes~~ and are not used, or intended for use, as portable signs. This sign prohibition shall also not be interpreted to apply to buses, taxicabs, and similar common carrier vehicles, or to incidental messages which are common and customary on personal

~~vehicles, such as bumper stickers which are licensed or certified by the Town or other governmental agency.~~

(13) ~~The following shall be considered sign types or sign components that are not to be permitted:~~

~~a.~~

~~Moving or rotating signs, or signs with moving or flashing lights, strobes, light races, etc.~~

~~b.~~

~~Signs employing exposed raceways, ballast boxes, or transformers.~~

~~c.~~

(14) Signs exhibiting the names, stamps, or decals of the sign manufacturer or installer.

~~d.~~

(15) Signs of box or cabinet type employing luminous plastic panels. Note, however, that certain signs of a box or cabinet type may be approved under certain standards, pursuant to Subsection 13-1904(3)d.3(iv). ~~employing plastic or routed metal face with protruding or cut out letters, and/or designed to have an appearance of a monument sign and employing internal illumination (wherein only the letters are illuminated) may be approved if said signs are consistent or compatible with the architecture of the principal structure and other signage on the property as determined by the Director.~~

~~e.~~

(16) Signs employing luminous or nonluminous vacuum-formed type plastic letters.

~~f.~~

(17) Cloth, wood, paper, or cardboard signs, stickers, decals, or temporary painted signs around or on exterior surfaces (doors and/or glass) ~~of the demised commercial establishment.~~

~~g.~~

(18) Signs employing the use of any soundmaking or noisemaking devices or components.

~~h.~~

(19) Signs, letters, symbols, or identification of any nature painted directly on exterior surfaces ~~exterior to the demised commercial establishment.~~

~~i.~~

(20) ~~Signs on any vehicle, trailer, etc., permanently parked so as to attract attention to a place of business. Reserved.~~

~~j.~~

(21) Any permanent or temporary advertising device using flags, a hot air balloon or any aerial device, illuminated or nonilluminated, shall be prohibited, except

where the Town has issued a Special Event permit that specifically authorizes use of said materials on a temporary basis, consistent with the requirements of Subsection 13-1903(p) as may be permitted in writing by the Director for special events in accordance with this article.

- (m) *Movement.* ~~No sign shall contain any visible moving or movable parts, except such portions of a sign as consist solely of indicators of time and/or temperature and except further that only for changeable copy signs permitted pursuant to Subsection 13-1904(3)d.3(iii), nonprofit institutions individual letters and/or numerals that make up the message of sign that are normally and routinely removed and replaced on a regular basis shall not be considered movable parts. No sign shall be portable except when used as temporary signs pursuant to this Sign Code.~~
- (n) *Illumination.* ~~No sign shall be illuminated between the hours of 11:00 p.m. and 7:00 a.m. unless, in the case of a sign, the premises on which it is located are open for business, and except as provided in Section 13-1904, and in accordance with the following provisions:~~
- (1) ~~No sign shall contain any moving, flashing, intermittent, rotating, chasing or animated lights, except as otherwise specifically provided in this Article for certain temporary signs such portions of a sign as consist solely of indicators of time and/or temperature.~~
  - (2) ~~No illumination shall be permitted of an intensity that might pose safety hazards to drivers and pedestrians, or that casts glare onto pedestrians or any portion of any street that would, in the opinion of the Public Works Director Town Engineer, constitute a driving hazard.~~
  - (3) ~~The provisions of this section shall apply not only to exterior signs, but also to interior signs that are designed or placed to show through windows of buildings.~~
- (o) *Window signs.* ~~Nonilluminated signs in the RO, BU, TC or IU Districts, where retail and/or service retail occur on the ground floor, nonilluminated signs may be placed on the inside of the glass of a window that is directly adjacent to an area of pedestrian activity. shall be permitted at a The maximum area of said window signs shall be measured in terms of the percent of the surface of each ground floor window. The maximum area shall be 30 percent of the window for permanent signs, with an additional 20 percent allowed for temporary signs (total 50 percent) eight square feet in the aggregate, and temporary signs provided that the aggregate area of such signs does not exceed 25 percent of the area of the window glass on the ground floor and shall be located on the same premises whereon such is situated or the products sold. Such signs shall be permitted for no more than 14 calendar days in a three-month calendar quarter period. Ground floor window signs for an atrium multistory glass curtain wall shall not exceed a maximum square footage of ten percent of the one face of the total glass to which the sign is attached, and must otherwise comply with this article and applicable building codes. Window signs shall~~

not require a sign permit, unless a permit is otherwise required by the Building Code or other regulations.

(p) Temporary signs. Before a temporary sign ~~(other than a sign placed in a window)~~ shall be put in place, a permit shall be obtained unless specified by Subsection (k) of this Section. Temporary signs that conform with all regulations of this article shall be permitted for a maximum of 90 days, unless otherwise specified herein, from the date of issuance of the permit or another date specified by the permit. Temporary signs for which no permit is required (per subsection (k) of this section) may remain in place for no more than 90 days, unless otherwise specified herein. Unless otherwise specifically provided, all temporary signs shall be of one of the following materials: metal, plastic, wood, pressed wood, cardboard or paper. Any post used for mounting of a temporary sign shall be of one of the following materials: metal, plastic, wood or pressed wood. ~~or if no permit is required as outlined below~~ The following temporary signs shall be allowed:

(1) RU zoned properties. Properties in the RU districts may have temporary signs as follows:

a. Developed lots, or undeveloped lots less than two acres in size, may have up to two temporary signs at any time. Each may be up to 22 inches by 28 inches, at a maximum height of four feet above grade and set back at least five feet from all property lines; provided, however, that this setback requirement shall not apply if a sign is attached to an existing building.

b. Undeveloped lots at least two acres in size shall be governed by the regulations for temporary signs applicable in the BU districts.

(2) Non-RU zoned properties. Properties not located in the RU districts may have temporary signs as follows:

<u>Type of Signs</u>	<u>Size</u>	<u>Number</u>	<u>Setback and Spacing</u>	<u>Illumination</u>	<u>Maximum Height</u>	<u>Special Conditions</u>
<u>Construction signs</u>	<u>Maximum of 40 square feet for a detached sign, including construction signs painted on an approved construction shed</u>	<u>1 general sign to include each trade provided the total sign area does not exceed 40 square feet</u>	<u>15 feet from official R.O.W. 15 feet to property under different ownership or centered between interior property lines</u>	<u>Same as real estate signs</u>	<u>Same as subdivision signs</u>	<u>Same as real estate signs</u>
<u>Future construction signs</u>	<u>Maximum of 40 square feet in BU, TC AU, RO, RM, GU</u>	<u>1 sign</u>	<u>Same as subdivision signs</u>	<u>Same as real estate signs</u>	<u>Shall not exceed 15 feet from ground level</u>	<u>Same as real estate signs</u>

	and IU District				to top of sign	
Real estate	Real estate signs in an AU/GU District (not of a residential character) and all BU, TC and IU Zones shall be limited to 40 square feet. Real estate signs in AU and GU Districts (of a residential character) shall be limited to 22 inches by 28 inches. RM, and RO Districts shall be limited to 24 square feet	1 sign only	Real estate signs shall be no closer than 5 feet to an official R.O.W. line unless attached to an existing building 15 feet to an interior side property line or centered on a lot between interior side property lines	Permitted. See general provision on illumination	Real estate signs shall not exceed 10 feet measured from grade to top of sign	No permit required for signs that are no larger than 6 square feet and which are not electrically illuminated. Real estate signs shall only be permitted on premises advertised for rent or for sale. No temporary sign shall be maintained on the premises for a period to exceed 90 days, unless justifiable reason is shown to the satisfaction of the Director and approval is secured upon proper application. Upon the expiration of the approved period, the sign shall be removed from the premises
Subdivision signs	Maximum of 40 square feet per sign. Subdivisions of 200 feet or more lineal street frontage the total square footage for all signs shall not exceed 120 square feet	3 per subdivision	Not closer than 15 feet to official R.O.W. Not closer than 15 feet to property under a different ownership	Same as real estate signs	Shall not exceed 15 feet from ground to top of sign	Same as real estate signs
Special events signs include carnivals, concerts, public meetings, real estate open house events, sports events, political campaigns, noncommercial	Maximum size of 22 inches by 28 inches except as to site of use which shall be governed by applicable zoning district regulations	Signs shall be unlimited in number as to off-site locations and limited to number as permitted in the zoning district for on-site	5 feet from official R.O.W. and 5 feet from property under different ownership, except for site of use which shall	Same as real estate signs	Not applicable, except for in RM Districts signs shall be permitted at a height not	Special events signs shall be removed within 10 days after the last election which candidate or issue was on the ballot. Promoters, and sponsors and candidates shall be

<p>speech and other uses of a similar nature</p>		<p>locations (point of sale by signs). Except real estate open house events shall be permitted only in the RM Districts and the total number of signs per open house event shall be 4 signs, one per property with written consent of the property owner</p>	<p>be governed by applicable zoning district regulations</p>		<p>exceed 2 feet, measured from grade to top of sign</p>	<p>responsible for compliance with the provisions of this section and shall remove signs promoting or endorsing their respective special events or candidacies when such signs are displayed or used in violation of this section</p>
--	--	--	--	--	--	---

~~(1) Sign in connection with active building permit.~~

~~a. In the single family and two family residential districts, where there is a valid, open building permit for construction of a new principal structure upon an individual lot, one sign shall be allowed subject to the following restrictions:~~

- ~~i. Area: 22 inches by 28 inches;~~
- ~~ii. Maximum height: six feet above grade;~~
- ~~iii. Minimum setback from front property line: five feet;~~
- ~~iv. Minimum setback from rear and side property lines: 15 feet, except where the lot width is insufficient to allow a setback of 15 feet from each side, in which case it shall be centered on the property between the side lot lines.~~
- ~~v. Time period allowed: The sign allowed herein may remain only as long as there is an active building permit for vertical construction activities described above. In determining the number of temporary signs allowed, allowances provided by Subsections 13-1903(p)(1)a. and b. shall be exclusive and shall not be combined.~~

~~b. In single family and two family residential districts, where there is one or more valid, open building permits, coordinated development of four or more principal structures upon immediately adjacent lots, or for construction of infrastructure required by a plat approval, one sign~~

~~shall be allowed for each street upon which the site fronts, subject to the following restrictions:~~

- ~~i. Area: 22 inches by 28 inches, where the sign fronts on a local street; 40 square feet, where the sign fronts on a collector or arterial street;~~
- ~~ii. Maximum height: six feet above grade, where the sign fronts on a local street; 15 feet above grade, where the sign fronts on a collector or arterial street;~~
- ~~iii. Minimum setback from front property line: five feet, where the sign fronts on a local street; 15 feet, where the sign fronts on a collector or arterial street;~~
- ~~iv. Minimum setback from rear and side property lines: 15 feet.~~
- ~~v. Time period allowed: The sign allowed herein may remain only as long as there is an active building permit for vertical construction, or for infrastructure, for the activities described above.~~
- ~~vi. Combination with other provisions: In determining the number of temporary signs allowed, allowances provided by Subsections 13-1903(p)(1)a. and b. shall be exclusive and shall not be combined.~~

~~c. In districts other than single family and two family residential districts, where there is a valid, open building permit for construction of a new principal structure or, in non-RU districts, for a renovation affecting 50 percent or more of existing building floor area or 50 percent or more of non building site area, one sign shall be allowed, subject to the following restrictions:~~

- ~~i. Area: 40 square feet;~~
- ~~ii. Maximum height: 15 feet above grade;~~
- ~~iii. Minimum setback from front property line: 15 feet;~~
- ~~iv. Minimum setback from rear and side property lines: 15 feet.~~
- ~~v. Time period allowed: The sign allowed herein may remain only as long as there is an active building permit for the activities described above.~~

~~d. In determining the number of temporary signs allowed, allowances provided by Subsections 13-1903(p)(1), (2) and (3) shall be exclusive and shall not be combined.~~

~~(2) Sign upon approval of final plat. One or more signs shall be allowed for a period of 90 days following approval of a final plat by the Town Council, subject to the same restrictions as those in Subsection 13-1903(p)(1). However, in calculating the number of temporary signs allowed, those allowed by Subsections 13-1901(p)(1), (2) and (3) shall be exclusive, and shall not be combined.~~

~~(3) Sign where property is offered for sale or rent. One sign shall be allowed per property where the owner of said property has placed the property for sale or rent on the open market, subject to the following restrictions:~~

~~a. Maximum Area:~~

~~i. 40 square feet in all BU, TC and IU districts; in RM and RO districts where five or more properties are offered for sale or rent, where said properties are part of the same subdivision plat and the sign is placed fronting a collector or arterial street; and, in AU or GU districts on properties that are not of a residential character;~~

~~ii. 24 square feet in the RM and RO districts not meeting the conditions of Subsection 13-1903(p)(3)a.i, above; and,~~

~~iii. 22 inches by 28 inches in the RU districts, and in the AU or GU districts on properties that are of a residential character;~~

~~b. Maximum height:~~

~~i. 10 feet above grade in all RM, RO, BU, TC and IU districts, on undeveloped properties in the RU districts with street frontage of at least 250 feet and in AU or GU districts on properties that are not of a residential character;~~

~~ii. six feet above grade on properties in the RU districts that are developed and/or with street frontage of less than 250 feet, and in AU or GU districts on properties that are of a residential character;~~

~~c. Minimum setback from front property line: 5 feet, provided that this setback requirement shall not apply if the sign is attached to an existing building;~~

~~d. Minimum setback from rear and side property lines: 15 feet, except where the lot width is insufficient to allow a setback of 15 feet from each side, the sign shall be centered on the property between the side lot lines. Provided, however, that this setback requirement shall not apply if the sign is attached to an existing building;~~

~~e. Time period allowed: The sign allowed herein shall not be maintained for greater than 90 days, unless an extension is approved by the Administrative Official. No extension shall be approved by the~~

~~Administrative Official unless the applicant for such extension submits sufficient evidence that the property owner has been actively attempting to sell or rent the property. Only one such extension may be granted, and shall be limited to an additional 90 days. Upon the expiration of the time allowed to maintain this sign (including an extension, if granted), the sign shall be removed and no sign pursuant to this Subsection 13-1903(p)(3) shall be allowed for 180 days from the time the previous sign was removed.~~

~~f. Combination with other provisions: In determining the number of temporary signs allowed, allowances provided by Subsections 13-1903(p)(1), (2) and (3) shall be exclusive and shall not be combined.~~

~~(4) Special events. Temporary signs are allowed as specified herein for only where a Special Event Permit has been issued by the Town per Section 13-1616.5.~~

~~a. On any site in the GU, GP, AU, RM, RO, BU, TG and IU Districts that contains a non residential use or is vacant, there may be up to two temporary signs allowed on that site. The total size of such signs shall not exceed an aggregate of 40 square feet for every 250 feet of street frontage or portion thereof, and shall be limited to a maximum height of 10 feet above grade.~~

~~b. On any site in an RU District, and on any site in a GU or AU district that contains a residential use, one temporary sign shall allowed on the site. Each such sign may be a maximum of 22 inches by 28 inches and a maximum height of four feet above grade.~~

~~c. Banners and other decorative materials are permitted without a sign permit, but any such materials identifiable as a sign shall be included in the total number allowed per Subsections 13-1903(p)(4) a. and b., above, as applicable. Such banners and other decorative materials shall be set back at least 5 feet from an official right of way line and at least 15 feet from each rear interior side property line, or if the lot width is insufficient to allow a setback of 15 feet from each side, shall be centered on the property between the side lot lines. Provided, however, that these setback requirements shall not apply if the sign is attached to an existing building. The maximum height of this sign shall be the same as the maximum building height allowed in the applicable zoning district.~~

~~d. In zoning districts other than the RU Districts, the Administrative Official may allow, as part of a Special Event permit, the use of flags, hot air balloons or other aerial devices, upon a finding that such devices will not be a nuisance to nearby properties. Additionally,~~

~~these devices shall be included in the total number of signs allowed per a. and b., above.~~

~~f. Duration: Temporary signs placed in conjunction with a Special Event permit issued by the Town shall be placed no sooner than 30 days preceding the event, and shall be removed no later than ten days following the event.~~

~~g. Combination with other provisions: In determining the number of temporary signs allowed, allowances provided by this Subsection 13-1903(p)(4) shall be in addition to all other temporary signs allowed.~~

~~(5) Additional temporary signs allowed in proximity to election: Additional temporary signage shall be allowed beginning 30 days before an official election involving all or a portion of the geographic area within the municipal boundaries of Town of Miami Lakes until ten days after said official election, subject to the following restrictions:~~

~~a. Number: The number of signs allowed shall be equal to the number of offices to be decided, plus the number of issues to be decided, on the upcoming election ballot that involves all or a portion of the Town of Miami Lakes. If the number of offices to be decided plus the number of issues to be decided is not equal throughout the Town, the highest such number shall apply throughout the Town. This shall not be construed to mean that subject matter or content is limited, except as such subject matter or content may otherwise be limited by this Article.~~

~~b. Maximum sign area: Each sign shall be limited to 22 inches by 28 inches.~~

~~c. Maximum height: Four feet above grade. Provided, however, that where due to existing, permanent obstructions, a sign must be placed higher in order to be seen from at least one right of way, the sign may be placed at the minimum height required to be seen from at least one right of way. For purposes of this provision, right of way shall include private streets, and the burden shall be on the property owner to demonstrate that there is no other reasonable location on the property where the sign would be visible from a right of way at a maximum height of four feet above grade.~~

~~d. Minimum front and side street setbacks: None.~~

~~e. Minimum rear and interior side setbacks: Five feet.~~

~~f. Combination with other provisions: In determining the number of temporary signs allowed, allowances provided by this Subsection 13-1903(p)(5) shall be in addition to all other temporary signs allowed.~~

- ~~(6) *Repair of permanent sign or opening of new business.* In non-RU districts, there may be one temporary sign maintained on each site for a period not to exceed 90 days upon application to the Town Building Official showing that said temporary sign is required as a result of the repair and/or reconstruction of the existing permitted sign, or where a new business is opening and no permanent sign has been installed. Said temporary sign may be no larger than the permitted sign which is being repaired, or in the case of a new business the largest permanent sign that would be allowed. In determining the number of temporary signs allowed, allowances provided by this Subsection 13-1003(p)(6) shall be in addition to all other temporary signs allowed.~~
- ~~(7) *Temporary holiday or seasonal decorations.* Each property may display temporary holiday or seasonal decorations for no more than 45 consecutive days, and no more than an aggregate total of 60 days, during each calendar year. This provision shall not be interpreted to suspend or preempt other provisions of the Town Code, including but not limited to provisions regarding nuisances, noise and other matters.~~
- ~~(8) *Sign Walkers.* Sign walkers shall be allowed as temporary signs, subject to the following restrictions:~~
- ~~a. Sign walkers shall only be allowed in districts other than the RU districts.~~
  - ~~b. The prohibition of off premises signs in Subsection 13-1003(l)(5) shall specifically apply to sign walkers.~~
  - ~~c. Sign walkers shall be at least five feet from all property lines and shall not be allowed on the public right of way.~~
  - ~~d. Sign walkers must have the written consent of the property owner or property manager of the site on which the sign walker is operating.~~
  - ~~e. Sign walkers shall not be located in parking aisles or stalls, in driving lanes, on any structure, in any location within 30 feet of another sign walker, or in any location that would obstruct the path or movement of vehicles, pedestrians or bicyclists.~~
  - ~~f. Sign walkers shall only be present during the hours that at least one establishment on the property is operating.~~
  - ~~g. Sign walker signs shall not exceed eight square feet in area, and shall not exceed eight feet in height when held or in place.~~
  - ~~h. Sign walker signs that include any of the following are prohibited:~~
    - ~~i. Any form of illumination, including flashing, blinking or rotating lights;~~
    - ~~ii. Animation on the sign itself; or,~~
    - ~~iii. Spinning, waving, throwing the sign in the air or any other such erratic movement intended to attract attention.~~

~~i. Combination with other provisions: In determining the number of temporary signs allowed, allowances provided by this Subsection 13-1903(p)(8) shall be in addition to all other temporary signs allowed.~~

Type of signs permitted: Real estate; subdivision; construction; future construction; special events. No permit required for signs that are no larger than six square feet and which are not electrically illuminated.

Type of Signs	Size	Number	Setback and Spacing	Illumination	Maximum Height	Special Conditions
Construction signs	Maximum of 40 square feet for a detached sign, including signs painted on approved construction shed, 22 inches by 28 inches in RU Districts	1 general sign to include each trade sign provided the total sign area does not exceed 40 square feet, except for in RU Districts the sign may not exceed 22 inches by 28 inches	15 feet from official R.O.W. to property under ownership in or centered between interior property lines	Same as real estate signs	Same as subdivision signs	Same as real estate signs
Future construction signs	Maximum of 40 square feet in BU, TC AU, RO, RM, GU and IU District, 22 inches by 28 inches in RU Districts	1 sign	Same as subdivision signs	Same as real estate signs	Shall not exceed 15 feet from ground level to top of sign	Same as real estate signs
Real estate	Real estate signs in an AU/GU District (not of a residential character) and all BU, TC and IU Zones shall be limited to 40 square feet. Real estate signs in AU and GU Districts (of a residential character) and RU shall be limited to 22 inches by 28 inches. RM,	1 sign only	Real estate signs shall be no closer than 5 feet to an official R.O.W. line unless attached to an existing building 15 feet to an interior side property line or centered on a lot between interior side property lines	Permitted. See general illumination	Real estate signs shall not exceed 10 feet from grade to top of sign	No permit required for signs that are no larger than 6 square feet and which are not electrically illuminated. Real estate signs shall only be permitted on premises advertised for rent or for sale. No temporary sign shall be maintained on the premises for a period to exceed 90 days, unless justifiable reason is shown to the

	and RO Districts shall be limited to 24 square feet					satisfaction of the Director and approval is secured upon proper application. Upon the expiration of the approved period, the sign shall be removed from the premises
Subdivision signs	Maximum of 40 square feet per sign. Subdivisions of 200 feet or more lineal street frontage the total square footage for all signs shall not exceed 120 square feet	3 per subdivision	Not closer than 15 feet to official R.O.W. Not closer than 15 feet to property under a different ownership	Same as real estate signs	Shall not exceed 15 feet from ground to top of sign	Same as real estate signs
Special events signs include carnivals, concerts, public meetings, real estate open house events, sports events, political campaigns, noncommercial speech and other uses of a similar nature	Maximum size of 22 inches by 28 inches except as to site of use which shall be governed by applicable zoning district regulations	Signs shall be unlimited in number as to off-site locations and limited to, number as permitted in the zoning district for on-site locations (point of sale by signs). Except real estate open house events shall be permitted only in the RU and RM Districts and the total number of signs per open house event shall be 4 signs, one per property with written consent of the property	5 feet from official R.O.W. and 5 feet from property under different ownership, except for site of use which shall be governed by applicable zoning district regulations	Same as real estate signs	Not applicable, except for residential RU and RM Districts political signs shall be permitted at a height not to exceed 2 feet, measured from grade to top of sign	Special events signs shall be removed within 10 days after the special event or last election which candidate or issue was on the ballot. Promoters, and sponsors and candidates shall be responsible for compliance with this section and shall remove signs promoting or endorsing their respective special events or candidacies when such signs are displayed or used in violation of this section

		owner				
--	--	-------	--	--	--	--

- (q) ~~*Reserved. Roof signs.* A sign that projects above the top of the wall to which it is attached (but not including a canopy, marquee, or roof-type decorative shelter) and a sign primarily placed on top of a structure shall not be permitted.~~
- (r) ~~*Construction and maintenance.* No sign shall be painted or posted on the exterior surface of any wall but all signs must be painted, posted or otherwise securely affixed to a substantial intermediary removable surface that shall be securely affixed to the building. The foregoing, however, shall not prevent installation of a sign by individual letters or devices securely affixed to the exterior wall of a building. All signs, together with their structural elements, shall be kept in good working repair and in a proper state of preservation to the reasonable satisfaction of the Administrative Official Director.~~

**Sec. 13-1904. – Sign regulations by zoning district. ~~Additional requirements for signs.~~**

No sign shall be permitted except signs that meet the general requirements of Section 13-1903 and, where applicable, the following additional requirements:

- (1) ~~*Single Residence (RU-1, RU-1B, RU-1A, RU-1Z, RU-2), Townhouse Residence (RU-TH), and Multi-Density Residential (RM-13, RM-23, RM-36, RM-50) RU Districts.* No sign shall be erected or maintained on any lot in a Single Residence, Townhome Residence, Multi-Density Residential District except as hereafter expressly permitted:~~

- a. *Permanent signs.* The following permanent signs shall be allowed:
  - 1. Two signs facing the front property line, each limited to one and one-half square feet, which may be either a standing or attached sign and which, if standing, shall be set back at least five feet from all property lines. Signs which, for example, display the street address number would count as one of the signs allowed herein.
  - 2. One sign not exceeding 80 square inches. Signs which, for example, include warnings such as “No Trespassing,” “Danger,” “No Parking,” “Post No Bills,” “Bad Dog,” and similar would count as the sign allowed herein.

~~*Number and size.* There may be one such sign for each lot indicating only the name of the owner or occupant, the street number. Such sign may be a standing sign but shall not exceed 1.5 square feet.~~

- b. *Temporary signs.* Temporary signs shall be allowed as specified There may be one temporary unlighted sign on each lot as permitted in Subsection 13-1903(p). This shall include, for political

campaign signs, one temporary special event sign for each candidate and one temporary special event sign for each issue.

c. Permanent sign. One permanent sign displaying noncommercial copy not exceeding an area of 1.5 square feet.

d. Warning sign. There may be one warning sign, such as "No Trespassing," "Danger," "No Parking," "Post No Bills," "Bad Dog," provided such sign does not exceed an area of 80 square inches. Notwithstanding the above-referenced sentence, if a Florida Statute or the Code of Metropolitan Dade County requires a specific size, location, number, or color of such signage the Florida Statute or Code of Metropolitan Dade County requirement shall apply.

ec. Illumination. No sign shall be illuminated except:
1. By a white, steady, stationary light of reasonable intensity, shielded and directed solely at the sign; or
2. By interior nonexposed lights of reasonable intensity.

The foregoing is not applicable to temporary holiday decorations or Town entry features.

fd. Color. No permanent sign shall contain more than two colors; temporary signs may contain multiple colors. No sign shall contain red or green lights if such colors would, in the opinion of the Public Works Director Town Engineer, constitute a driving hazard. Both black and white are considered separately as colors for enumeration under this section.

e. Non-Residential Uses in RU Districts. Notwithstanding other provisions in this Section, where a site in an RU District contains an allowed non-residential use (such as a religious institution, park or school), but specifically not including a group home, then the provisions below governing signs in the RM Districts shall apply.

(2) Multi-Density Residential (RM-13, RM-23, RM-36, RM-50) RM Districts.

a. Permanent signs. The following permanent signs shall be allowed:

1. Two signs, limited to one and one-half square feet, which may be either a standing or attached sign and which, if standing, shall be set back at least five feet from all property lines. Signs which, for example, display the street address number would count as one of the signs allowed herein.

2. One sign not exceeding 80 square inches. Signs which, for example, include warnings such as "No Trespassing," "Danger," "No Parking," "Post No Bills," "Bad Dog," and similar would count as the sign allowed herein.

4. One sign adjacent to a leasing office, if any, limited to a maximum of two square feet and not exceeding a height of eight feet above grade.
5. *Additional On-Site Signage.* Each site may have two additional on-site signs for each entry/exit. These signs shall not be directed toward adjacent streets. For purposes of calculating the allowed number of signs per this provision, an Applicant may elect to use building entries/exits, or vehicular entries/exits to the site, but not both. These signs shall be no larger than four square feet, with a maximum height of six feet above grade. Design and color for this signage must be consistent with other signage on the site. The Administrative Official may increase the allowed number of additional on-site signs through the administrative site plan review process, upon a finding that the size and/or character of the site necessitate additional signs. While subject matter or content is not restricted except as otherwise provided in this Article, such additional on-site signs might include directional and wayfinding signs.
6. One standing or attached (wall) sign with a maximum area of 40 square feet; provided, however, that sites with linear street frontage of 200 feet or more may have one additional standing sign, also with a maximum area of 40 square feet, spaced at least 100 feet from any other standing sign. All signs must either be fabricated of one-fourth-inch aluminum plate with appropriate internal structuring to properly support each sign face, or constructed of concrete. All copy must be white on a dark background color (Matthew's Dark Bronze 41-313 or similar) or the reverse, dark copy on a background color resembling the building's color. If attached, the sign shall not exceed ten percent of the one face of the building to which it is attached. If a standing sign, it must be set back at least seven feet from all property lines, and cannot exceed a height of six feet above grade; or if to be located on a mound, cannot exceed a height of eight feet above the crown of the closest adjacent road. Any standing sign must not interfere with clear sight distance triangle for driveways.
  - b. *Temporary signs.* Temporary signs shall be allowed as specified in Subsection 13-1903(p).
  - c. *Illumination.* No sign shall be illuminated except:

- 1. By a white, steady, stationary light of reasonable intensity, shielded and directed solely at the sign; or
2. By interior nonexposed lights of reasonable intensity.

The foregoing is not applicable to temporary holiday decorations or Town entry features.

d. Color. No permanent sign shall contain more than two colors; temporary signs may contain multiple colors. No sign shall contain red or green lights if such colors would, in the opinion of the Public Works Director, constitute a driving hazard. Both black and white are considered separately as colors for enumeration under this section.

a. There may be one sign where a leasing office is set out, two square feet in area and shall not exceed a height above the ground of eight feet.

b. In addition to the number of signs allowed in Section 13-1904(1)a, a standing or attached sign is allowed subject to the following requirements:

- 1. Total size of sign cannot exceed 40 square feet. All signs must be fabricated of one fourth inch aluminum plate with appropriate internal structuring to properly support each sign face or concrete. All copy must be white on a dark background color (Matthew's Dark Bronze 41 313 or similar) or the reverse, dark copy on a background color resembling the building's color. The subdivision logo is permitted as well as the subdivision name attached to the subdivision wall. One additional standing sign may be permitted for sites with linear street frontage of 200 feet or more, spaced 100 feet from any standing sign;
2. The height of the sign from its base to its top cannot exceed six feet in height;
3. If the sign is to be located on a mound, the height of the top of the sign cannot exceed eight feet above the crown of the closest adjacent road; and
4. Sign location on site must respect a setback for all property lines of seven feet for a sign not exceeding 40 square feet and not interfere with clear sight distance triangle for driveways.

(3) GP, RO, BU, TC and IU Districts. Mix Use (RO-13, RO-50, TC); Business (BU-1, BU-1A, BU-2, BU-3) and Industrial Districts (IU-1, IU-2, IU-3, IU-C). No sign shall be permitted in an area zoned (RO), (BU), (TC) or (IU) District except signs permitted under this section and the following: There

may be one sign where a leasing office is set out, two square feet in area and shall not exceed a height above the ground of eight feet.

a. Permanent wall-mounted signs. The following permanent wall-mounted signs shall be allowed:

1. Except as provided for below, each building may have two wall-mounted signs, one sign affixed to each wall of the primary structure or structure in which an entrance is located (accessory buildings shall not include signs). The maximum capital letter height for such signs shall be 30 inches (including any ascenders and descenders). Provided, however, that each business establishment that is situated on a site that abuts the Red Road Canal right-of-way (regardless of the underlying zoning designation and the size of the occupancy) shall be permitted to have a maximum letter height of 42 inches for a sign that faces Red Road (NW 57 Avenue). The sign shall be parallel to the wall to which it is affixed, and shall extend no closer than one foot to the edge of such wall. Further, the sign shall not project more than 16 inches from the wall to which it is affixed.

Location.

1. ~~A sign shall be affixed to a building except as hereinafter provided as to standing signs.~~
2. ~~A sign affixed to a building shall be parallel with a wall of the building and shall not project beyond the face of any other wall to which it is affixed.~~
3. ~~The base of the sign shall not project more than 16 inches from the wall to which it is affixed, in the case of a sign parallel with the wall.~~

b. ~~Criteria for signage attached to building.~~

1. ~~Except as specifically provided for hereinafter, no more than two wall mounted signs with a maximum letter height of 30 inches (including any ascenders and descenders) shall be permitted per building, one sign affixed to each wall in which an entrance is located.~~
2. ~~Where retail and/or service retail occur on the ground floor, individual point of sale ground floor tenant signage may occur in a signage band on the building, marquee or canopy, provided it is done in a coordinated manner and it complies with Subsection (3)b.5 of this section. Buildings in the BU or TC Districts offering ground floor retail space (retail~~

~~storefronts) and in the RO, IU Districts a business consisting of more than one building may include individual ground floor tenant signage in a signage band on the building, marquee or canopy. In order to include such signage, shall submit a comprehensive signage program shall be submitted to the Administrative Official Director through the administrative site plan review process for review and approval on a building by-building basis. There shall not be more than one such sign affixed to the building for each such business establishment. Maximum capital letter height for each such sign shall be 24 inches. (See Figures 1 and 2 for required dimensions.)~~

3. Additionally, buildings in the BU Districts offering ground floor retail space (retail storefronts), and where a colonnade or arcade is located, individual ground floor tenant signage may occur in hanging signs, placed over each tenant's building entry. Such sign shall not to exceed six square feet in size, with a maximum letter height of six inches. Additionally, such sign shall be either wood with painted copy, or routed metal face. Sufficient vertical clearance shall be provided to allow the passage of pedestrians. There shall not be more than one such sign affixed to the building for each such tenant, except that where a tenant is located on a corner, a hanging sign may be placed above the entrance (if any) on each street. In order to include such signage, a comprehensive signage program shall be submitted to the Administrative Official through the administrative site plan review process for review and approval. Three dimensional "symbol" signs may only be allowed through the granting of a variance.

~~All signs shall be individual letters pin mounted to the building, unless otherwise specified in this article. (No exposed neon or box type signs employing luminous plastic panels permitted.) Signs of a box or cabinet type employing luminous plastic or routed metal face with protruding or cut-out letters and employing internal illumination (wherein only the letters are illuminated) may be approved if said signs are consistent or compatible with the architecture of the principal structure and other signage on the property as determined by the Director.~~

- ~~4. Maximum square footage of a sign must not exceed ten percent of the one face of the building to which the sign is attached. For purposes of applying this maximum space~~

~~limitation, any intermediary removable surface to which a sign is affixed shall be deemed part of the sign; and any sign composed of separate letters or devices cut into or affixed to a wall shall be deemed to occupy the entire area within a single continuous perimeter enclosing the extreme limits of the sign, including any structural elements.~~

- ~~54.~~ In the RO and IU Districts, or in the case of an office building in a BU or TC District, if a single building consists of more than one business establishment, there shall not be more than one exterior point of sale sign affixed to the building for each such business establishment, except as specifically provided for hereinafter. Maximum capital letter height on any service retail tenant sign in a multitenanted shopping or office building shall be 18 inches (including any ascenders and descenders) for tenants occupying less than 5,000 square feet and 24 inches for tenants occupying greater than 5,000 square feet. Maximum capital letter height (including ascenders and descenders) for single tenanted buildings of less than 20,000 square feet shall be 24 inches. Maximum capital letter height (including ascenders and descenders) for single tenanted buildings exceeding 20,000 square feet shall be 30 inches. Maximum square footage of a sign must not exceed ten percent of the one face of the occupied building area to which the sign is attached. If a business establishment in the IU District consists of more than one building, a secondary sign may be affixed to a wall of each such building. The secondary sign or signs for any business establishment shall not exceed 50 percent of the maximum permissible area for a single sign for said business. Each business establishment that is situated on land that abuts the Red Road Canal right of way (regardless of the underlying zoning designation and the size of the occupancy) shall be permitted to have a maximum letter height of 42 inches for a sign that faces Red Road (NW 57 Avenue). Where a building in the TC District consists of more than one business establishment, a tenant occupying a corner space with frontage on two streets may have one exterior point of sale sign on each façade, up to a maximum of two signs.
- ~~6.~~ A semaphore sign consisting of two dual face signs extending horizontally from a light standard. Such sign projecting from opposite sides of a light standard, should be located in the

- parking lot of a (BU District) shopping center with over 100 parking spaces to identify the location of parking areas. No advertising is permitted on the sign.
- ~~7.~~ All signage on the should exhibit a uniform color and design scheme. No permanent sign shall contain more than two colors, no sign shall contain red or green lights if such colors would, in the opinion of the Town Engineer, constitute a driving hazard. Both black and white are considered separately as colors for enumeration under this section.
- ~~8.~~ On a BU or TC District building where a colonnade or arcade is located and where retail and/or service retail occur on the ground floor, individual point of sale ground floor tenant signage may occur in a hanging sign not to exceed six square feet in size placed on the building over the entry, provided it is done in a coordinated manner and it complies with Subsection (3)b.5 of this section. Buildings in a BU or TC District offering ground floor retail space (retail storefronts) and in the RO, IU Districts a business consisting of more than one building shall submit a comprehensive signage program to the Director through the administrative site plan review process for review and approval on a building by building basis. Three dimensional "symbol" signs shall be permitted after a public hearing. (See Figures 1 and 2 for required dimensions.)
- ~~9.~~ Registered corporate logos will be permitted subject to the approval of the Director or his/her designee. In such cases they will be reviewed in conjunction with the corporate name, if any, in determining compliance with the guidelines provided herein.
- ~~105.~~ In addition to the foregoing sign or signs, one additional sign directory of the business establishments occupying a building may be affixed to the exterior wall of the building at each entrance to the building. Such sign directory shall not exceed an area determined on the basis of one square foot for each establishment occupying the building.
- ~~6.~~ One sign adjacent to a leasing office, if any, limited to a maximum of two square feet and not exceeding a height of eight feet above grade.
- ~~117.~~ In addition to the wall signs allowed by the provisions above, buildings in the IU, BU or RO Districts abutting the following Limited Access Expressways (SR State Route 826 and or I-

75) are permitted one wall mounted sign directly facing said roadway ~~the Limited Access Expressway~~. Any such signs shall be limited to a maximum square footage not to exceed ten percent of the one face of the building to which the sign is attached, and the total aggregate of all signs on any one face shall be limited to ten percent of the building face, and shall be subject to a maximum letter height (including ascenders and descenders) of 42 inches for a sign located in the RO Districts and 54 inches for a sign located in the IU ~~and~~ or BU Districts. This allowed sign area may be divided between tenants of the building, but in such case shall be subject to the following restrictions (in addition to the provisions above):

- (i) The minimum letter height for all copy shall be 24 inches.
- (ii) There shall be a minimum of six inches between the portions of the sign devoted to individual tenants.
- (iii) The total aggregate square footage of all signs on any one face of the building shall not exceed ten percent of the square footage of that building face.

~~428.~~ In the TC District, where a building includes active uses, as defined in this Code, that front directly on a Type 1 Street, there may be one additional sign in addition to those otherwise allowed by this chapter. Said sign may be located anywhere on the building and may face in any direction. Said sign shall occupy no greater than ten percent of the building face to which it is attached, and shall be subject to the same construction, materials, illumination and other restrictions, except size restrictions, that are otherwise applicable.

eb. Permanent Standing signs. ~~In addition to the number of signs allowed in Subsection (3)b of this section, the Town Manager or his designee through the administrative site plan review process may authorize a special permit for a standing sign after finding that the nature and use of the premises or the location of the building with reference to the street or streets is such that a standing sign may be permitted in harmony with the general purpose and intent of this Sign Code subject to the following requirements:~~ The following permanent standing signs shall be allowed:

- 1. Signs located in parking lots with over 100 parking spaces. One such sign shall be allowed per 50 parking spaces, The maximum area of the sign face shall be eight square feet, and be located either on a light pole or pole erected solely for the

purpose of holding the sign. The maximum height of the sign shall be 15 feet above finished grade. While subject matter or content is not restricted except as otherwise provided in this Article, such additional on-site signs might include wayfinding signs to identify the location of parking areas with a numbering or letter system or similar.

2. One standing sign with a maximum area of 40 square feet; provided, however, that sites with linear street frontage of 200 feet or more may have one additional standing commercial advertising sign, also with a maximum area of 40 square feet, spaced at least 100 feet from any other standing sign. All signs must be fabricated of one-fourth-inch aluminum plate with appropriate internal structuring to properly support each sign face or concrete. All copy must be white on a dark background color (Matthew's Dark Bronze 41-313 or similar) or the reverse, dark copy on a background color resembling the building's color. The sign must be set back at least seven feet from all property lines, and cannot exceed a height of six feet above grade; or if to be located on a mound, cannot exceed a height of eight feet above the crown of the closest adjacent road. Any standing sign must not interfere with clear sight distance triangle for driveways.

~~Total size of sign cannot exceed 40 square feet, except as hereinafter specifically provided. All signs must be fabricated of one fourth inch aluminum plate with appropriate internal structuring to properly support each sign face or concrete. All copy must be white on a dark background color (Matthew's Dark Bronze 41 313 or similar) or the reverse, dark copy on a background color resembling the building's color. The corporate logo is permitted as well as the corporate name.~~

- ~~2. The height of the sign from its base to its top cannot exceed six feet in height, except as provided for hereinafter.~~
- ~~3. If the sign is to be located on a mound, the height of the top of the sign cannot exceed eight feet above the crown of the closest adjacent road.~~
- ~~4. Sign location on site must respect a setback for all property lines of seven feet for a sign not exceeding 40 square feet and not interfere with clear sight distance triangle for driveways. One additional standing sign may be permitted for sites with linear street frontage of 200 feet or more, spaced 100 feet from any standing sign.~~

3. Menu type signs. One of the standing signs authorized by 2. above may be a menu type sign, with space divided into up to four spaces within the sign, or one space for each 10,000 square feet of building floor area, if the result is greater than four. The copy for such a sign shall include the building's postal address number. Copy shall be one of the following: (i) cutout metal letters pin-mounted; (ii) routed through face and internally illuminated; (iii) letter photographically silk-screened; or, (iv) applied as white vinyl die-cut or Scotchlite letters. All such copy is to be photographically or mechanically reproduced from a standard typeface. No hand lettering is permitted. The maximum height of letters and other graphical elements (such as logos) shall be 24 inches.
4. Additional On-Site Signage. Each site may have two additional on-site signs for each entry/exit. These signs shall not be directed toward adjacent streets. For purposes of calculating the allowed number of signs per this provision, an Applicant may elect to use building entries/exits, or vehicular entries/exits to the site, but not both. These signs shall be no larger than four square feet, with a maximum height of six feet above grade. Design and color for this signage must be consistent with other signage on the site. The Administrative Official may increase the allowed number of additional on-site signs through the administrative site plan review process, upon a finding that the size and/or character of the site necessitate additional signs. While subject matter or content is not restricted except as otherwise provided in this Article, such additional on-site signs might include directional and wayfinding signs.
5. Additional standing signs along the Red Road Canal Right-of-Way in the BU districts.
  - (a) In the BU Districts, each building of at least 7,500 square feet that fronts on the Red Road Canal Right-of-Way shall be permitted one detached standing sign facing or situated so as to be directed toward motorists on this roadway. Any such sign shall be on a fully supported base that is architecturally consistent with the sign its supports, any other signs on the same parcel and any buildings on the same parcel.
  - (b) This standing sign shall be located at least 100 feet from any other standing sign on the same parcel, and shall be

set back at least seven feet from any Right-of-Way and at least 15 feet from any other property lines.

- (c) The maximum height for this sign shall be 20 feet.
- (d) This standing sign shall be limited to a maximum area of 40 square feet for the first 50 feet of initial frontage on the Red Road Canal Right-of-Way, plus 0.75 square foot for each additional foot of frontage to a maximum sign size of 300 square feet.
- (e) No sign allowed by this sub-section shall interfere with clear sight distance triangle for driveways.

6. Additional standing signs along SR 826 in the BU districts. In addition to any other standing signs allowed by this section, properties adjacent to the SR 826 right-of-way shall be eligible for additional standing signs, as provided below, provided such properties meet all of the following criteria: are located within a BU District; the property has both frontage and vehicular access on the SR 826 right-of-way and such vehicular access directly faces the motorists on the main travel lanes of this roadway; and, the property is wholly located within 1,400 linear feet of a crossing of SR 826 with another roadway (interchange or overpass; distance to be measured from the center of the interchange or overpass). Additionally, notwithstanding other provisions to the contrary, the number of signs allowed under this sub-section shall be limited to one sign per each 300 feet of linear frontage on the SR 826 right-of-way (but including a minimum allowed of one per parcel).

- (a) Each parcel where the property meets the above criteria shall be permitted one detached standing sign facing or situated so as to be directed toward motorists on SR 826. This sign is allowed in addition to any other standing signs allowed by this sub-section. Any such sign shall be on a fully supported base that is architecturally consistent with any buildings on the same parcel.
- (b) Each building of at least 7,500 square feet located on a property that meets the above criteria shall be permitted one detached standing sign facing or situated so as to be directed toward motorists on this roadway, located on the same parcel as said building. This sign is allowed in addition to any other standing signs allowed by this sub-

section. Any such sign shall be on a fully supported base that is architecturally consistent with any buildings on the same parcel.

- (c) The standing signs allowed by (a) and (b) above shall be located at least 100 feet from any other standing sign on the same parcel, and shall be set back at least seven feet from any Right-of-Way and at least 15 feet from any other property line.
- (d) The maximum height of a sign as allowed by (a) above shall be 40 feet.
- (e) The maximum height of a sign as allowed by (b) above shall be 25 feet, except that if any portion of the ~~business advertised on site on which~~ the sign is located is within 400 feet of the crossing of SR 826 with another roadway (interchange or overpass; distance to be measured from the center of the interchange or overpass), the maximum height shall be 30 feet.
- (f) The standing signs authorized by (a) and (b) above shall be limited to maximum area of 40 feet for the first 50 feet of initial frontage on SR 826, plus one square foot for each additional foot of frontage to a maximum sign size (area) of 300 square feet. However, the maximum sign size (area) shall be reduced by ten percent for each five-foot increment of height, or fractional part thereof, greater than 25 feet.

7. *Additional standing signs along the Red Road Canal right-of-way and SR 826 in the IU and RO districts.*

- (a) Each parcel in the IU or RO Districts that fronts on the Red Road Canal Right-of-Way or SR 826 shall be permitted one detached standing sign facing or situated so as to be directed toward motorists on these roadways. Any such sign shall be on a fully supported base that is architecturally consistent with the sign it supports, any other signs on the same parcel and any buildings on the same parcel.
- (b) This standing sign shall be located at least 100 feet from any other standing sign on the same parcel, and shall be set back at least seven feet from any Right-of-Way and at least 15 feet from any other property lines.

- (c) The maximum height for this sign shall be 20 feet for parcels on the Red Road Canal Right-of-Way, and 25 feet for parcels on SR 826.
- (d) This standing sign shall be limited to a maximum area of 40 square feet for the first 50 feet of initial frontage on the Red Road Canal Right-of-Way or SR 826, plus 0.75 square foot for each additional foot of frontage to a maximum sign size of 300 square feet.
- (e) No sign allowed by this sub-section shall interfere with clear sight distance triangle for driveways.

c. *Automatic Teller Machine (ATM) Sign.* In addition, a site with an automatic teller machine (ATM) may include a sign, integrated into the design of the ATM, whether as part of a building or as part of a freestanding structure. This sign shall be limited to a maximum of four square feet, and may not be internally illuminated. The remainder of the ATM shall be architecturally consistent with structures on the site and may not function as a sign.

d. *Drive-Thru Sign.* In addition, a site that includes one or more drive-thru service lanes approved via a Town-approved site plan (such as, but not limited to, a fast food restaurant or bank) may have a drive-thru sign for each such lane. Each such drive-thru sign may be a maximum of 30 square feet, and may include signage directed only toward the drive-thru lane which it serves. Provided, however, that any such drive-thru sign must be set back at least ten feet from all property lines, and is limited to a maximum height of six feet, six inches. Installation of a new or replacement drive-thru sign shall require administrative site plan review and approval.

e. *Temporary Signs.* Temporary signs shall be allowed as specified in Subsection 13-1903(p).

ef. *Standards.* The following standards shall apply to signs in the RO, BU and IU Districts.

1. All signage throughout each site shall be the same color and shall exhibit a uniform color and design scheme. No permanent sign shall contain more than two colors. No sign (including temporary signs) shall contain red or green lights if such colors would, in the opinion of the Public Works Director, constitute a driving hazard. Both black and white are considered separately as colors for enumeration under this section.

2. Graphical elements (such as, but not limited to, logos) on both wall signs and standing signs shall comply with all other applicable requirements, including limitations on letter height, color and design.
3. Permanent signs shall only be of one of the following types:
  - (i) Individual letters pin-mounted to a structure (building in the case of a wall sign; monument or other sign structure in the case of a standing sign), except where otherwise specifically allowed for menu signs;
  - (ii) Hanging sign, where mounted on a collanade or marquee, where allowed in Subsection 13-1904(3)a.3, above.
  - (iii) Changeable copy signs, as defined in this Sign Code, shall be permitted in connection with gas stations, eleemosynary and philanthropic institutions, places of worship, cinemas and theaters, and for those signs authorized by Subsection 13-1904(3)a.5, above. A changeable copy area may be a standalone sign, or a portion of another sign. However, in no case shall the changeable copy area exceed 25 square feet.
  - (iv) Signs of a box or cabinet type employing a plastic or routed metal face with protruding or cut-out letters and employing internal illumination (as allowed in Subjection 13-1904(3)d.4, below) may be approved if such sign is consistent with the architecture of the principal structure and other signage on the property, as determined by the Administrative Official.
4. No sign in the RO, BU or IU Districts shall be illuminated, except in compliance with the following:
  - (i) A sign consisting of individual pin-mounted letters (whether a wall sign or a standing sign) may be illuminated either by backlighting by neon, or from a ground mounted source. If backlighting is used, the letters shall be a "reverse channel" type, and the light source shall be hidden from view. If a ground-mounted source is used, the light fixture(s) shall be stationary, shall be screened by landscaping, and shall be shielded such that the light is directed solely at the sign. The light shall be white and steady. There shall be no glare or spillage of light onto adjacent properties or the public right-of-way.

- (ii) Roof-mounted illumination of a wall sign may be permitted if approved through the administrative site plan review process. If approved, the light fixture(s) shall be stationary, shall be screened by landscaping, and shall be shielded such that the light is directed solely at the sign. The light shall be white and steady. There shall be no glare or spillage of light onto adjacent properties or the public right-of-way. The Administrative Official may impose conditions on the site plan to ensure that the roof-mounted lighting will not cause adverse impacts to adjacent properties, or to the aesthetics or safety of the public right-of-way.
- (iii) If a sign is to be internally illuminated, it shall be either a routed metal face, or a box or cabinet type sign, subject to the requirements of Subsection 13-1904(3)d.3.iv, above.
- (iv) Changeable copy signs shall be illuminated from a ground-mounted source. The light fixture(s) shall be stationary, shall be screened by landscaping, and shall be shielded such that the light is directed solely at the sign. The light shall be white and steady. There shall be no glare or spillage of light onto adjacent properties or the public right-of-way.

*~~Illuminated signs:~~*

- ~~1. If the sign is to be lighted, the letters shall be a "reverse channel" type. Letters must be metal pin mounted off the building and may be illuminated with backlighting by neon.~~
- ~~2. The sign shall be illuminated from a ground mounted source provided the lights are properly screened by landscaping and do not result in any glare or overlighting of adjacent areas or street right of way.~~
- ~~3. No roof mounted illumination will be permitted without special consideration of the Director through the administrative site plan review process.~~
- ~~4. Signs of a box or cabinet type employing a luminous plastic panel or sign face with exposed neon or fluorescent lights are prohibited. Signs of a box or cabinet type employing plastic or routed metal face with protruding or cut-out letters, and/or designed to have an appearance of a monument sign and employing internal illumination (wherein only the letters are illuminated) may be approved if said signs are consistent or~~

~~compatible with the architecture of the principal structure and other signage on the property as determined by the Director.~~

- ~~(i) No sign shall be illuminated except by a white, steady, stationary light shielded and directed solely at the sign; or~~
- ~~(ii) By the interior nonexposed lights of reasonable intensity;~~
- ~~(iii) The foregoing is applicable whether the sign is exterior to a building or designed to be visible through a door or window.~~

~~e. *Illumination of signs.*~~

- ~~1. Routed metal face, internally illuminated signs are preferred.~~
- ~~2. Reverse channel illuminated letters attached to a metal or masonry structure.~~
- ~~3. Ground illuminated signs are allowed provided the lighting does not glare or overlight adjacent areas or into the street. Light sources must be screened by landscaping.~~

~~f. *Menu type signs.*~~

- ~~1. All freestanding menu type signs which display the names of major building tenants must adhere to the height and square footage requirements set forth in Subsection (3)c of this section for standing signs.~~
- ~~2. The copy for the sign shall include: the building's postal address number, the building name, and no more than four major tenants' names or one name per 10,000 square feet of building, whichever is greater.~~
- ~~3. All signs must be fabricated of one fourth inch aluminum plate with appropriate internal structuring to properly support each sign face.~~
- ~~4. Signs may be either illuminated or nonilluminated.~~
- ~~5. All copy for any menu size must be white on a dark background color (Matthew's Dark Bronze 41 313 or similar is suggested) or the reverse, dark copy on a background color resembling the building's color. Copy shall be one of the following:
  - ~~(i) Cutout metal letters pin mounted;~~
  - ~~(ii) Routed through face and internally illuminated;~~
  - ~~(iii) Letter photographically silk-screened; or~~
  - ~~(iv) Applied as white vinyl die-cut or Skotchlite letters.~~~~
- ~~6. All copy is to be photographically or mechanically reproduced from a standard typeface. No hand lettering is permitted.~~

~~Maximum capital letter height for tenant names and corporate logos is five inches high.~~

- ~~g. *Temporary signs.* There may be one temporary sign maintained for a period of not more than 90 days upon application to the Town Building Official showing that said temporary sign is required as a result of the repair and/or reconstruction of the existing permitted sign. Said temporary sign may be no larger than the permitted sign.~~

~~Banners and other decorative materials in conjunction with an event conducted pursuant to a dedication or a grand opening are permitted without a sign permit. Such banners and decorative materials shall not be more than 40 square feet (aggregate) and shall be subject to the same height and setback restrictions as Real Estate signs (13-1903(p)) and shall not be posted more than 30 days preceding the event, and are to be removed within seven days following the grand opening day of the event.~~

~~(4) *Miscellaneous type signs.*~~

- ~~a. On-site directional type signs may be no larger than four square feet and no taller than four feet above the ground. No more than two per entry or exit may be used. Design and color for this signage must be cohesive with other signage on or about the building. Only directional information is permitted on directional signage.~~
- ~~b. Any directional sign not specifically mentioned in these criteria shall be submitted for administrative site plan approval before it will be allowed to be erected.~~
- ~~c. One sign of a temporary nature may be erected to announce a new business provided that it is approved by the Director prior to being erected. Such a sign may be no larger than a horizontal four feet by eight feet format and no taller than six feet. It may be up no longer than 90 days.~~
- ~~d. All permanent interior signs which are visible from the building's exterior must be submitted to the Director for administrative site plan approval including but not limited to temporary opaque window film or window display which shall be required while construction is occurring or premises are unoccupied.~~
- ~~e. Nonprofit institutions and gas stations. There may be one bulletin or announcement board, identification sign or entrance to the premises upon which a gas station or church, synagogue, school, or other nonprofit organization is located not exceeding all together 25 square feet in area.~~

- ~~f. Commercial and industrial promotional events: The Director may authorize temporary promotional events for commercial and industrial zoned properties to include installation of banners and/or other promotional materials via issuance of a Certificate of Use for a Special Event in accordance with the Town's procedures.~~
- ~~1. Said special event(s) may be conducted for a period of no longer than 2 days and may include installation of banner(s) not to exceed a total aggregate of 120 square feet subject to the height and setback requirements for real estate signs.~~
  - ~~2. Temporary signage and banners associated with special events may be permitted to be installed a maximum of 14 days in advance of said special event and must be removed within a period of two (2) days after the event has occurred.~~
  - ~~3. No off-site signage shall be permitted in conjunction with Special Events described herein.~~

### **Sec. 13-1905. Flags and flagpoles.**

(a) Flagpoles.

- (1) There shall be no more than three flagpoles per nonresidential site, and no more than one flagpole per residential site.
- (2) Maximum height in districts other than RU districts shall be 15 feet for a site with an existing one story building, plus an additional ten feet of flagpole height allowed for each additional floor, up to a maximum flagpole height of 50 feet. Flagpoles in RU districts shall not exceed 20 feet.
- (3) Flags in RU districts shall be permitted in conjunction with holiday decorations pursuant to Subsection 13-1903(p)(7).
- (4) The flag and flagpole or other permanent mounting shall be maintained in good repair. Flagpoles with broken halyards shall not be used.
- (5) Flagpoles shall not be placed on top of buildings or light poles.
- (6) A vertical flagpole must be set back from all property boundaries a distance that is at least equal to the height of the pole.

(b) Flags.

- (1) A maximum of two flags shall be allowed per flagpole.
- (2) If a flag is flown in conjunction with the United States flag, the United States flag shall be equal to or larger than any additional flag.
- (3) On United States and Florida holidays, there shall be no maximum flag size or number or other limitation on manner of display for U.S., State or Town

flags, so long as said flags do not, in the judgment of the Administrative Official, constitute a danger to public safety.

(4) The maximum dimensions of any flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed 25 percent of the vertical height of the pole. In addition flags are subject to the following dimensional limitations:

a. Pole height: Up to 20 feet with maximum flag size of 27 total square feet.

b. Pole height: 21 to 30 feet with maximum flag size of 50 total square feet.

c. Pole height: 31 to 40 feet with maximum flag size of 75 total square feet.

d. Pole height: 41 to 50 feet with maximum flag size of 100 total square feet.

e. Legal, nonconforming flagpoles greater than 50 feet in height shall be permitted to have flags which do not exceed a maximum of 250 square feet and shall have a hoist dimension to fly length ratio between 1:1.25 and 1:1.9 (hoist:fly) or such other size as specifically indicated on prior permits issued for the particular flag.

g. Flagpoles.

1. The flags must be flown on a regular daily basis or the poles must be removed.

2. No more than three flagpoles will be allowed per nonresidential site, with corporate logos permitted, and one flagpole per residential site. A maximum of two flags shall be allowed per flagpole. If a flag is flown in conjunction with the United States flag, the United States flag shall be equal to or larger than any additional flag. References to flagpole height in this section refer to vertical flagpoles. References to the number of flags and flagpoles and flag dimensions refer to both vertical flagpoles and mast arm flagpoles (staffs extending at an angle from a building). On United States and Florida holidays, there shall be no maximum flag size or number or other limitation on manner of display for U.S., State or Town flags.

3. Height will be as follows: one story building will be allowed 15 feet height maximum, with an additional ten feet allowed for each additional floor up to a maximum of 50 feet in height. Except as otherwise provided herein flags shall be displayed on flagpoles. Flagpoles shall not be placed on top of buildings or light poles. Flagpoles in residential districts shall not exceed 20 feet and shall be permitted holiday flags in conjunction with holiday decorations. A vertical flagpole must be set back from all property boundaries a distance that is at least equal to the height of the pole.

~~4. The flag and flagpole or other permanent mounting shall be maintained in good repair. Flagpoles with broken halyards shall not be used, and torn or frayed flags shall not be displayed. Giant oversized flags of any type will not be allowed. The maximum dimensions of any flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed 25 percent of the vertical height of the pole. In addition flags are subject to the following dimensional limitations:~~

~~(i) Pole height: Up to 20 feet with maximum flag size of 27 total square feet.~~

~~(ii) Pole height: 21 to 30 feet with maximum flag size of 50 total square feet.~~

~~(iii) Pole height: 31 to 40 feet with maximum flag size of 75 total square feet.~~

~~(iv) Pole height: 41 to 50 feet with maximum flag size of 100 total square feet.~~

~~Flagpoles greater than 50 feet in height established prior to December 1, 2000, located in a Business (BU 1A<sub>1</sub> and BU 2) and/or Industrial (IU C) District on properties adjacent to the Palmetto Frontage Road which have registered with the Town in accordance with the following section shall be permitted to have flags which do not exceed a maximum of 250 square feet and shall have a hoist dimension to fly length ratio between 1:1.25 and 1:1.9 (hoist:fly) or such other size as specifically indicated on prior permits issued for the particular flag.~~

~~5. Notwithstanding any other provision of this Code, all flagpoles in existence prior to December 1, 2000, located in a Business (BU 1A and BU 2) and/or Industrial (IU C) District on properties adjacent to the Palmetto Frontage Road shall be deemed valid preexisting uses, subject to the following:~~

~~(i) Within 90 days of the enactment of the ordinance from which this provision is derived, any property owner who claims a preexisting flagpole constructed prior to December 1, 2000, shall file with the Town an affidavit indicating the preexistence of the flagpole with demonstrative evidence in the form of either photographs, aerials, permits, site plan approval or other documentation necessary to support the affidavit. Preexisting flagpoles registered under this section shall not be utilized for flags of a commercial nature or as an advertising device or for any type of banner, pennant, or streamer.~~

~~(ii) Nothing contained herein shall be deemed to grant and/or convey any rights, privileges, entitlements or other benefits to other properties located within the zoning districts identified and mentioned in this section.~~

~~(iii) — In the event that any flagpole that is deemed a valid preexisting use pursuant to this section is damaged by any cause including, but not limited to, the voluntary removal of the flagpole structure, and the cost of repairing or replacing the flagpole is more than 50 percent of the replacement cost, then the valid preexisting status of such flagpole and flag shall be automatically revoked and repairs or replacements shall be made such that the new flagpole meets the requirements of this article.~~

~~(5)~~

### **Sec. 13-1906. Entry features.**

~~Entry features. In the RO, BU and IU Districts, the Administrative Official may approve one entry feature to a site. An Applicant for an entry feature shall apply through the administrative site plan review process, including submission of all necessary drawings and other materials necessary to demonstrate compliance with the standards below, and specifically including a comprehensive signage program for the entire site. Where approved, an entry feature need not meet setback requirements otherwise specified in this chapter. In order to approve an entry feature, the Administrative Official shall make a finding that the proposed entry feature meets all of the following standards: Signs for a building or a building complex entry feature for buildings in the BU District offering ground floor retail space (retail storefronts) and in the RO, IU Districts shall submit a comprehensive signage program to the Director through the administrative site plan review process for review and approval on a building-by-building basis. Each entry feature shall be reviewed in compliance with each of the standards enumerated below:~~

- ~~a. — Buildings offering ground floor retail space (retail storefronts) shall submit a comprehensive signage program to the Director through the administrative site plan review process for review and approval on a building-by-building basis.~~
- ~~(b)a). An executed covenant, stating that all structures shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained, shall be delivered to the Department for review and, upon approval, shall be duly recorded prior to the issuance of any permits.~~
- ~~(eb). Entrance features shall be placed so as not to encroach upon utility lines or traffic control devices whether such lines or devices be located overhead or underground; and where a conflict is indeed encountered, the developer or designated property owner shall be responsible for the removal or relocation of the said features or a part thereof.~~
- ~~(dc). Entrance features shall be placed so as not to cause a visual obstruction and thereby create a traffic hazard, and should the use of illumination be incorporated in said features, such illumination shall be placed so as to be unobtrusive to moving traffic lanes or adjacent properties.~~

- (ed). The character and scale of entrance features shall be of a designed such that said features are complementary to the identified development and compatible with the immediate neighborhood insofar as its overall impact is concerned.
(fe). All structures within entrance features shall meet all standards of the Florida Building Code and any other applicable standards, and all water bodies with depths greater than 18 inches shall meet all applicable standards of this chapter, applicable to reflecting pools and water features standards.
(gf). Prior to issuance of Applications for permits for entrance features shall be made by the fee owner of the property in question and an administrative site plan review application shall be submitted to the Department. Applications shall include an accurately dimensioned plot use site plan identifying all structures and landscaping incorporated in said features and identifying all setbacks and elevations of the same. The approval and notice requirements shall be the same as for other administrative site plan review applications, as provided elsewhere in this Code.
h. Upon receipt of all necessary information, the Administrative Official or his designee shall review the same, and in turn render a decision either approving, modifying, or denying the request. A copy of said decision shall be published in a newspaper of general circulation. The applicant, or any aggrieved property owner in the area, may appeal the decision to the Town Council to be considered at a public hearing.
i. All approvals or modifications shall not be effective until 15 days after the Town Manager's decision is published in a newspaper of general circulation. The decision of the Town Manager shall be recorded on the official zoning maps of the Town.

Sec. 13-19075. - Preexisting, nonconforming signs; administration.

- (a) Preexisting nonconforming signs. Preexisting nonconforming signs shall meet the following provisions:
(1) Signs or sign structures made nonconforming upon passage of this article, or on passage of any amendment thereto, shall be governed by the following regulations:
a. A sign existing within the Town, or an area subsequently annexed to the Town, upon the passage of this article or any amendment hereof which, because of its height, square foot area, location, or other characteristic, does not conform to this article is hereby declared to be a nonconforming sign.
b. A sign prohibited under this article and not attached to a structure must be removed within 60 days from the effective date of the ordinance creating the prohibition.
c. A nonconforming sign pursuant to this article must be removed within five years from the effective date of the ordinance creating the nonconformity.

- d. Failure to so remove a nonconforming or prohibited sign under this subsection within the time set forth above shall cause the sign to be declared an illegal sign.
  - e. The status afforded signs under this subsection shall not be applicable to any sign for which no permit or sign permit was ever issued; such signs are deemed noncomplying signs and are subject to the provisions of this article governing noncomplying signs.
  - f. If any nonconforming sign is damaged by any cause and the cost of repairing the sign equals 50 percent or more of the original invoiced costs of the sign, then its classification as a nonconforming sign under this subsection shall be automatically revoked and repairs shall be made so that the sign shall meet the requirements of this article.
  - g. A nonconforming sign shall immediately lose its nonconforming status and shall be immediately brought into compliance (with a new permit) or removed if the sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance) that ~~tends to or makes the sign less in compliance~~ increases the degree of nonconformity with the requirements of this article ~~than it was before the alteration;~~ including updating the technology used in the sign; or if the sign is relocated to a position ~~making it less in~~ increasing the degree of non-compliance with the requirements of this article; or if the sign is replaced or abandoned.
- (2) Nonconforming sign maintenance and repair. Nothing in this section shall relieve the owner or user of a nonconforming sign or the owner of the property on which the nonconforming sign is located, from the provisions of this article, regarding safety, maintenance or repair of the sign. However, any repainting, cleaning and other normal maintenance or repair of the sign, sign structure, or copy that in any way increases the degree of nonconformity ~~makes it more nonconforming~~, shall cause the sign to lose its legal nonconforming status.
- (b) *Administration.*
- (1) *Enforcement.* This article shall be enforced in accordance with Section 8-10
  - (2) *Permit.* Except for signs allowed pursuant to compliance with Section 13-1903(k), no sign shall be erected, altered or enlarged until a permit has been issued by the Town Building Official. Such permit shall be issued only if the sign complies or will comply with all applicable provisions of this article and any other applicable rules and regulations. A schedule of fees for permits may be determined from time to time by the Town Council. ~~The provisions of this section shall not apply to signs permitted in a residential area or temporary signs to be placed in a window.~~

- (3) *Noncomplying.* Any sign installed or placed on public property, except in conformance with the provisions of this article, shall be prohibited and subject to removal by the Town. In addition to other remedies, the Town shall have the right to recover from the owner or person responsible for the placement of the sign the full costs of its removal and disposal.

**Secs. 13-19086—13-2000. - Reserved.**



1 of 3 DOCUMENTS



Caution

As of: Nov 24, 2015

**CLYDE REED, et al., Petitioners v. TOWN OF GILBERT, ARIZONA, et al.**

**No. 13-502**

**SUPREME COURT OF THE UNITED STATES**

*135 S. Ct. 2218; 192 L. Ed. 2d 236; 2015 U.S. LEXIS 4061; 83 U.S.L.W. 4444; 25 Fla. L. Weekly Fed. S 383*

**January 12, 2015, Argued  
June 18, 2015, Decided**

**NOTICE:**

The LEXIS pagination of this document is subject to change pending release of the final published version.

**PRIOR HISTORY:** [\*\*\*1] ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

*Reed v. Town of Gilbert, 707 F.3d 1057, 2013 U.S. App. LEXIS 2715 (9th Cir. Ariz., 2013)*

**DISPOSITION:** Judgment reversed and case remanded. 9-0 Decision; 3 concurrences.

**CASE SUMMARY:**

**OVERVIEW: HOLDINGS:** [1]-Provisions in a town's sign code, Gilbert, Ariz., Land Development Code, ch. 1, § 4.402 (2005), which imposed more stringent restrictions on signs directing the public to a meeting of a nonprofit group than it did on signs conveying other messages, were content-based regulations of speech because the restrictions in the sign code that applied to

any given sign depended entirely on the communicative content of the sign; [2]-The provisions could not survive *First Amendment* strict scrutiny because the town could not claim that placing strict limits on temporary directional signs was necessary to beautify the town while at the same time allowing unlimited numbers of other types of signs that created the same problem, and had not shown that limiting temporary directional signs was necessary to eliminate threats to traffic safety, but that limiting other types of signs was not.

**OUTCOME:** Judgment reversed and case remanded. 9-0 Decision; 3 concurrences.

**LexisNexis(R) Headnotes**

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > Scope of Freedom***

[HN1] The *First Amendment*, applicable to the States through the *Fourteenth Amendment*, prohibits the enactment of laws abridging the freedom of speech. *U.S.*

*Const. amend. I.* Under that Clause, a government, including a municipal government vested with state authority, has no power to restrict expression because of its message, its ideas, its subject matter, or its content. Content-based laws--those that target speech based on its communicative content--are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN2] Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. This commonsense meaning of the phrase "content based" requires a court to consider whether a regulation of speech "on its face" draws distinctions based on the message a speaker conveys. Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose. Both are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny. Supreme Court precedents have also recognized a separate and additional category of laws that, though facially content neutral, will be considered content-based regulations of speech: laws that cannot be justified without reference to the content of the regulated speech, or that were adopted by the government because of disagreement with the message the speech conveys. Those laws, like those that are content based on their face, must also satisfy strict scrutiny.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN3] A law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of animus toward the ideas contained in the regulated speech. Illicit legislative intent is not the sine qua non of a violation of the *First Amendment*, and a party opposing the government need adduce no evidence of an improper censorial motive. Although a content-based purpose may be sufficient in certain circumstances to show that a regulation is content based, it is not necessary. In other words, an innocuous justification cannot transform a facially content-based law into one that is content neutral.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN4] Because strict scrutiny applies either when a law is content based on its face or when the purpose and justification for the law are content based, a court must evaluate each question before it concludes that the law is content neutral and thus subject to a lower level of scrutiny.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN5] Innocent motives do not eliminate the danger of censorship presented by a facially content-based statute, as future government officials may one day wield such statutes to suppress disfavored speech. That is why the *First Amendment* expressly targets the operation of the laws--i.e., the abridgement of speech--rather than merely the motives of those who enacted them. *U.S. Const. amend. I.* The vice of content-based legislation is not that it is always used for invidious, thought-control purposes, but that it lends itself to use for those purposes.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN6] Government discrimination among viewpoints--or the regulation of speech based on the specific motivating ideology or the opinion or perspective of the speaker--is a more blatant and egregious form of content discrimination. But it is well established that the *First Amendment's* hostility to content-based regulation extends not only to restrictions on particular viewpoints, but also to prohibition of public discussion of an entire topic. Thus, a speech regulation targeted at specific subject matter is content based even if it does not discriminate among viewpoints within that subject matter.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN7] The fact that a distinction is speaker based does not automatically render the distinction content neutral. Because speech restrictions based on the identity of the speaker are all too often simply a means to control content, the Supreme Court has insisted that laws favoring some speakers over others demand strict scrutiny when the legislature's speaker preference reflects a content preference. Thus, a law limiting the content of newspapers, but only newspapers, could not evade strict

scrutiny simply because it could be characterized as speaker based. Likewise, a content-based law that restricted the political speech of all corporations would not become content neutral just because it singled out corporations as a class of speakers. Characterizing a distinction as speaker based is only the beginning--not the end--of the inquiry.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN8] A speech regulation is content based if the law applies to particular speech because of the topic discussed or the idea or message expressed. A regulation that targets a sign because it conveys an idea about a specific event is no less content based than a regulation that targets a sign because it conveys some other idea.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN9] A clear and firm rule governing content neutrality is an essential means of protecting the freedom of speech, even if laws that might seem entirely reasonable will sometimes be struck down because of their content-based nature.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN10] Where a law imposes content-based restrictions on speech, those provisions can stand only if they survive strict scrutiny, which requires the Government to prove that the restriction furthers a compelling interest and is narrowly tailored to achieve that interest.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN11] A law cannot be regarded as protecting an interest of the highest order, and thus as justifying a restriction on truthful speech, when it leaves appreciable damage to that supposedly vital interest unprohibited.

***Constitutional Law > Bill of Rights > Fundamental Freedoms > Freedom of Speech > General Overview***

[HN12] Not all distinctions are subject to strict scrutiny, only content-based ones are. Laws that are content neutral are instead subject to lesser scrutiny.

**DECISION:**

[\*\*236] Town's outdoor-signs code provisions treating ideological signs, political signs, and signs directing public to church or other "qualifying event" differently from each other held to be content-based regulations that violated *First Amendment*.

**SUMMARY:**

**Overview:** HOLDINGS: [1]-Provisions in a town's sign code, Gilbert, Ariz., Land Development Code, ch. 1, § 4.402 (2005), which imposed more stringent restrictions on signs directing the public to a meeting of a nonprofit group than it did on signs conveying other messages, were content-based regulations of speech because the restrictions in the sign code that applied to any given sign depended entirely on the communicative content of the sign; [2]-The provisions could not survive *First Amendment* strict scrutiny because the town could not claim that placing strict limits on temporary directional signs was necessary to beautify the town while at the same time allowing unlimited numbers of other types of signs that created the same problem, and had not shown that limiting temporary directional signs was necessary to eliminate threats to traffic safety, but that limiting other types of signs was not.

**Outcome:** Judgment reversed and case remanded. 9-0 Decision; 3 concurrences.

**LAWYERS' EDITION HEADNOTES:**

[\*\*237]

CONSTITUTIONAL LAW §36.3  
CONSTITUTIONAL LAW §930 CONSTITUTIONAL  
LAW §935

SPEECH -- STATE RESTRICTION -- CONTENT

Headnote:[1]

The *First Amendment*, applicable to the states through the *Fourteenth Amendment*, prohibits the enactment of laws abridging the freedom of speech. *U.S. Const. Amend. I*. Under that clause, a government, including a municipal government vested with state authority, has no power to restrict expression because of its message, its ideas, its subject matter, or its content. Content-based laws--those that target speech based on its communicative content--are presumptively unconstitutional and may be justified only if the

135 S. Ct. 2218, \*; 192 L. Ed. 2d 236, \*\*237;  
2015 U.S. LEXIS 4061, \*\*\*1; 83 U.S.L.W. 4444

government proves that they are narrowly tailored to serve compelling state interests. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

#### CONSTITUTIONAL LAW §936

#### SPEECH -- CONTENT-BASED REGULATION -- SCRUTINY

Headnote:[2]

Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. This commonsense meaning of the phrase "content based" requires a court to consider whether a regulation of speech "on its face" draws distinctions based on the message a speaker conveys. Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose. Both are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny. Supreme Court precedents have also recognized a separate and additional category of laws that, though facially content neutral, will be considered content-based regulations of speech: laws that cannot be justified without reference to the content of the regulated speech, or that were adopted by the government because of disagreement with the message the speech conveys. Those laws, like those that are content based on their face, must also satisfy strict scrutiny. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

#### CONSTITUTIONAL LAW §936

#### SPEECH REGULATION -- CONTENT BASIS -- SCRUTINY

Headnote:[3]

A law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of animus toward the ideas contained in the regulated speech. Illicit legislative intent is not the sine qua non of a violation of the *First Amendment*, and a party opposing the government need adduce no evidence of an improper

ensorial motive. Although a content-based purpose may be sufficient in certain circumstances to show that a regulation is content based, it is not necessary. In other words, an innocuous justification cannot transform a facially content-based law into one that is content neutral. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

#### CONSTITUTIONAL LAW §936

#### SPEECH REGULATION -- CONTENT BASIS -- SCRUTINY

Headnote:[4]

Because strict scrutiny applies either when a law is content based on its face or when the purpose and justification for the law are content based, a court must evaluate each question before it concludes that the law is content neutral and thus subject to a lower level of scrutiny. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

[\*\*238]

#### CONSTITUTIONAL LAW §936

#### SPEECH REGULATION -- MOTIVES -- CONTENT BASIS

Headnote:[5]

Innocent motives do not eliminate the danger of censorship presented by a facially content-based statute, as future government officials may one day wield such statutes to suppress disfavored speech. That is why the *First Amendment* expressly targets the operation of the laws--i.e., the abridgement of speech--rather than merely the motives of those who enacted them. *U.S. Const. Amend. I*. The vice of content-based legislation is not that it is always used for invidious, thought-control purposes, but that it lends itself to use for those purposes. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

#### CONSTITUTIONAL LAW §936

#### SPEECH REGULATION -- CONTENT BASIS -- VIEWPOINT -- TOPIC

Headnote:[6]

135 S. Ct. 2218, \*; 192 L. Ed. 2d 236, \*\*238;  
2015 U.S. LEXIS 4061, \*\*\*1; 83 U.S.L.W. 4444

Government discrimination among viewpoints--or the regulation of speech based on the specific motivating ideology or the opinion or perspective of the speaker--is a more blatant and egregious form of content discrimination. But it is well established that the *First Amendment's* hostility to content-based regulation extends not only to restrictions on particular viewpoints, but also to prohibition of public discussion of an entire topic. Thus, a speech regulation targeted at specific subject matter is content based even if it does not discriminate among viewpoints within that subject matter. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

CONSTITUTIONAL LAW §936  
CONSTITUTIONAL LAW §951 CONSTITUTIONAL  
LAW §971

SPEAKER -- CONTENT NEUTRALITY --  
CORPORATE POLITICAL SPEECH -- NEWSPAPERS

Headnote:[7]

The fact that a distinction is speaker based does not automatically render the distinction content neutral. Because speech restrictions based on the identity of the speaker are all too often simply a means to control content, the Supreme Court has insisted that laws favoring some speakers over others demand strict scrutiny when the legislature's speaker preference reflects a content preference. Thus, a law limiting the content of newspapers, but only newspapers, could not evade strict scrutiny simply because it could be characterized as speaker based. Likewise, a content-based law that restricted the political speech of all corporations would not become content neutral just because it singled out corporations as a class of speakers. Characterizing a distinction as speaker based is only the beginning--not the end--of the inquiry. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

CONSTITUTIONAL LAW §936

SPEECH REGULATION -- CONTENT BASIS

Headnote:[8]

A speech regulation is content based if the law applies to particular speech because of the topic discussed or the idea or message expressed. A regulation that

targets a sign because it conveys an idea about a specific event is no less content based than a regulation that targets a sign because it conveys some other idea. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

CONSTITUTIONAL LAW §936

SPEECH REGULATION -- CONTENT BASIS

Headnote:[9]

A clear and firm rule governing content neutrality is an essential means of protecting the freedom of speech, even if laws that might seem entirely reasonable will sometimes be struck down because of their content-based nature. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

[\*\*239]

CONSTITUTIONAL LAW §935

SPEECH RESTRICTIONS -- CONTENT BASIS --  
SCRUTINY

Headnote:[10]

Where a law imposes content-based restrictions on speech, those provisions can stand only if they survive strict scrutiny, which requires the government to prove that the restriction furthers a compelling interest and is narrowly tailored to achieve that interest. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

CONSTITUTIONAL LAW §930

SPEECH RESTRICTION -- DAMAGE

Headnote:[11]

A law cannot be regarded as protecting an interest of the highest order, and thus as justifying a restriction on truthful speech, when it leaves appreciable damage to that supposedly vital interest unprohibited. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

CONSTITUTIONAL LAW §936

SPEECH --CONTENT-BASED DISTINCTIONS --  
SCRUTINY

Headnote:[12]

Not all distinctions are subject to strict scrutiny, only content-based ones are. Laws that are content neutral are instead subject to lesser scrutiny. (Thomas, J., joined by Roberts, Ch. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ.)

## SYLLABUS

[\*2221] [\*\*240] Gilbert, Arizona (Town), has a comprehensive code (Sign Code or Code) that prohibits the display of outdoor signs without a permit, but exempts 23 categories of signs, including three relevant here. "Ideological Signs," defined as signs "communicating a message or ideas" that do not fit in any other Sign Code category, may be up to 20 square feet and have no placement or time restrictions. "Political Signs," defined as signs "designed to influence the outcome of an election," may be up to 32 square feet and may only be displayed during an election season. "Temporary Directional Signs," defined as signs directing the public to a church or other "qualifying event," have even greater restrictions: No more than four of the signs, limited to six square feet, may be on a single property at any time, and signs may be displayed no more than 12 hours before the "qualifying event" and 1 hour after.

Petitioners, Good News Community Church (Church) and its pastor, Clyde Reed, whose Sunday church services are held at various temporary locations in and near the Town, posted signs early each Saturday bearing the Church [\*\*\*2] name and the time and location of the next service and did not remove the signs until around [\*2222] midday Sunday. The Church was cited for exceeding the time limits for displaying temporary directional signs and for failing to include an event date on the signs. Unable to reach an accommodation with the Town, petitioners filed suit, claiming that the Code abridged their freedom of speech. The District Court denied their motion for a preliminary injunction, and the Ninth Circuit affirmed, ultimately concluding that the Code's sign categories were content neutral, and that the Code satisfied the intermediate scrutiny accorded to content-neutral regulations of speech.

*Held:* The Sign Code's provisions are content-based

regulations of speech that do not survive strict scrutiny. *Pp.* \_\_\_ - \_\_\_, 192 L. Ed. 2d, at 245-251.

(a) Because content-based laws target speech based on its communicative content, they are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. *E.g.*, *R. A. V. v. St. Paul*, 505 U. S. 377, 395, 112 S. Ct. 2538, 120 L. Ed. 2d 305. Speech regulation is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. *E.g.*, *Sorrell v. IMS Health, Inc.*, 564 U. S. \_\_\_, \_\_\_-\_\_\_, 131 S. Ct. 2653, 2663-2664, 180 L. Ed. 2d 544, 555-556. And courts are required [\*\*\*3] to consider whether a regulation of speech "on its face" draws distinctions based on the message a speaker conveys. *Id.*, at \_\_\_, 131 S. Ct. 2653, 180 L. Ed. 2d 544. Whether laws define regulated speech by particular subject matter or by its function or purpose, they are subject to strict scrutiny. The same is true for laws that, though facially content neutral, cannot be " 'justified without reference to the content of the regulated speech,' " or were adopted by the government "because of disagreement with the message" conveyed. *Ward v. Rock Against Racism*, 491 U. S. 781, 791, 109 S. Ct. 2746, 105 L. Ed. 2d 661. *Pp.* \_\_\_ - \_\_\_, 192 L. Ed. 2d, at 245.

(b) The Sign Code is content based on its face. It defines the categories of temporary, political, and ideological signs on the basis of their messages [\*\*\*241] and then subjects each category to different restrictions. The restrictions applied thus depend entirely on the sign's communicative content. Because the Code, on its face, is a content-based regulation of speech, there is no need to consider the government's justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny. *P.* \_\_\_, 192 L. Ed. 2d, at 245.

(c) None of the Ninth Circuit's theories for its contrary holding is persuasive. Its conclusion that the Town's regulation was not based on a disagreement with the message conveyed skips [\*\*\*4] the crucial first step in the content-neutrality analysis: determining whether the law is content neutral on its face. A law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of "animus toward the ideas contained" in the regulated speech. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 429, 113 S. Ct. 1505, 123 L. Ed. 2d 99. Thus, an innocuous justification

135 S. Ct. 2218, \*2222; 192 L. Ed. 2d 236, \*\*241;  
2015 U.S. LEXIS 4061, \*\*\*4; 83 U.S.L.W. 4444

cannot transform a facially content-based law into one that is content neutral. A court must evaluate each question--whether a law is content based on its face and whether the purpose and justification for the law are content based--before concluding that a law is content neutral. *Ward* does not require otherwise, for its framework applies only to a content-neutral statute.

The Ninth Circuit's conclusion that the Sign Code does not single out any idea or viewpoint for discrimination conflates two distinct but related limitations that the *First Amendment* places on government [\*2223] regulation of speech. Government discrimination among viewpoints is a "more blatant" and "egregious form of content discrimination," *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829, 115 S. Ct. 2510, 132 L. Ed. 2d 700, but "[t]he *First Amendments* hostility to content-based regulation [also] extends . . . to prohibition of public discussion of an entire topic," [\*\*\*5] *Consolidated Edison Co. of N. Y. v. Public Service Comm'n*, 447 U. S. 530, 537, 100 S. Ct. 2326, 65 L. Ed. 2d 319. The Sign Code, a paradigmatic example of content-based discrimination, singles out specific subject matter for differential treatment, even if it does not target viewpoints within that subject matter.

The Ninth Circuit also erred in concluding that the Sign Code was not content based because it made only speaker-based and event-based distinctions. The Code's categories are not speaker-based--the restrictions for political, ideological, and temporary event signs apply equally no matter who sponsors them. And even if the sign categories were speaker based, that would not automatically render the law content neutral. Rather, "laws favoring some speakers over others demand strict scrutiny when the legislature's speaker preference reflects a content preference." *Turner Broadcasting System, Inc. v. FCC*, 512 U. S. 622, 658, 114 S. Ct. 2445, 129 L. Ed. 2d 497. This same analysis applies to event-based distinctions. Pp. \_\_\_ - \_\_\_, 192 L. Ed. 2d, at 246-250.

(d) The Sign Code's content-based restrictions do not survive strict scrutiny because the Town has not demonstrated that the Code's differentiation between temporary directional signs and other types of signs furthers a compelling governmental interest and is narrowly tailored to that end. [\*\*242] See [\*\*\*6] *Arizona Free Enterprise Club's Freedom Club PAC v. Bennett*, 564 U. S. \_\_\_, \_\_\_, 131 S. Ct. 2806, 180 L. Ed. 2d 664. Assuming that the Town has a compelling

interest in preserving its aesthetic appeal and traffic safety, the Code's distinctions are highly underinclusive. The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town when other types of signs create the same problem. See *Discovery Network, supra*, at 425, 113 S. Ct. 1505, 123 L. Ed. 2d 99 507 U.S. 410, 113 S. Ct. 1505, 123 L. Ed. 2d 99. Nor has it shown that temporary directional signs pose a greater threat to public safety than ideological or political signs. Pp. \_\_\_ - \_\_\_, 192 L. Ed. 2d, at 250-251.

(e) This decision will not prevent governments from enacting effective sign laws. The Town has ample content-neutral options available to resolve problems with safety and aesthetics, including regulating size, building materials, lighting, moving parts, and portability. And the Town may be able to forbid postings on public property, so long as it does so in an evenhanded, content-neutral manner. See *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 817, 104 S. Ct. 2118, 80 L. Ed. 2d 772. An ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers-- e.g., warning signs marking hazards on private property or signs directing traffic--might also survive strict scrutiny. Pp. \_\_\_ - \_\_\_, 192 L. Ed. 2d, at 251.

707 F. 3d 1057, reversed and remanded.

**COUNSEL:** David A. Cortman argued the cause for petitioners.

**Eric J. Feigin** argued the cause for the United States, as amicus curiae, by special leave of court.

**Philip W. Savrin** argued the cause for respondents.

**JUDGES:** Thomas, J., delivered the [\*\*\*7] opinion of the Court, in which Roberts, C. J., and Scalia, Kennedy, Alito, and Sotomayor, JJ., joined. Alito, J., filed a concurring opinion, in which Kennedy and Sotomayor, JJ., joined. Breyer, J., filed an opinion concurring in the judgment. Kagan, J., filed an opinion concurring in the judgment, in which Ginsburg and Breyer, JJ., joined

**OPINION BY:** Thomas

**OPINION**

[\*2224] Justice **Thomas** delivered the opinion of the Court.

The town of Gilbert, Arizona (or Town), has adopted a comprehensive code governing the manner in which people may display outdoor signs. Gilbert, Ariz., Land Development Code (Sign Code or Code), ch. 1, §4.402 (2005).<sup>1</sup> The Sign Code identifies various categories of signs based on the type of information they convey, then subjects each category to different restrictions. One of the categories is "Temporary Directional Signs Relating to a Qualifying Event," loosely defined as signs directing the public to a meeting of a nonprofit group. §4.402(P). The Code imposes more stringent restrictions on these signs than it does on signs conveying other messages. We hold that these provisions are content-based regulations of speech that cannot survive strict scrutiny.

1 The Town's Sign Code is available online at <http://www.gilbertaz.gov/departments/development-service/planning-development/land-development-code> [\*\*\*8] (as visited June 16, 2015, and available in Clerk of Court's case file).

I

A

The Sign Code prohibits the display of outdoor signs anywhere within the Town without a permit, but it then [\*2243] exempts 23 categories of signs from that requirement. These exemptions include everything from bazaar signs to flying banners. Three categories of exempt signs are particularly relevant here.

The first is "Ideological Sign[s]." This category includes any "sign communicating a message or ideas for noncommercial purposes that is not a Construction Sign, Directional Sign, Temporary Directional Sign Relating to a Qualifying Event, Political Sign, Garage Sale Sign, or a sign owned or required by a governmental agency." Sign Code, Glossary of General Terms (Glossary), p. 23 (emphasis deleted). Of the three categories discussed here, the Code treats ideological signs most favorably, allowing them to be up to 20 square feet in area and to be placed in all "zoning districts" without time limits. §4.402(J).

The second category is "Political Sign[s]." This includes any "temporary sign designed to influence the outcome of an election called by a public body." Glossary

23.<sup>2</sup> The Code treats these signs less favorably than ideological signs. [\*\*\*9] The Code allows the placement of political signs up to 16 square feet on residential property and up to 32 square feet on nonresidential property, undeveloped municipal property, and "rights-of-way." [\*2225] §4.402(I).<sup>3</sup> These signs may be displayed up to 60 days before a primary election and up to 15 days following a general election. *Ibid.*

2 A "Temporary Sign" is a "sign not permanently attached to the ground, a wall or a building, and not designed or intended for permanent display." Glossary 25.

3 The Code defines "Right-of-Way" as a "strip of publicly owned land occupied by or planned for a street, utilities, landscaping, sidewalks, trails, and similar facilities." *Id.*, at 18.

The third category is "Temporary Directional Signs Relating to a Qualifying Event." This includes any "Temporary Sign intended to direct pedestrians, motorists, and other passersby to a 'qualifying event.'" Glossary 25 (emphasis deleted). A "qualifying event" is defined as any "assembly, gathering, activity, or meeting sponsored, arranged, or promoted by a religious, charitable, community service, educational, or other similar non-profit organization." *Ibid.* The Code treats temporary directional signs even less favorably than political signs. [\*\*\*10]<sup>4</sup> Temporary directional signs may be no larger than six square feet. §4.402(P). They may be placed on private property or on a public right-of-way, but no more than four signs may be placed on a single property at any time. *Ibid.* And, they may be displayed no more than 12 hours before the "qualifying event" and no more than 1 hour afterward. *Ibid.*

4 The Sign Code has been amended twice during the pendency of this case. When litigation began in 2007, the Code defined the signs at issue as "Religious Assembly Temporary Direction Signs." App. 75. The Code entirely prohibited placement of those signs in the public right-of-way, and it forbade posting them in any location for more than two hours before the religious assembly or more than one hour afterward. *Id.*, at 75-76. In 2008, the Town redefined the category as "Temporary Directional Signs Related to a Qualifying Event," and it expanded the time limit to 12 hours before and 1 hour after the "qualifying event." *Ibid.* In 2011,

the Town amended the Code to authorize placement of temporary directional signs in the public right-of-way. *Id.*, at 89.

## B

Petitioners Good News Community Church (Church) and its pastor, Clyde Reed, wish to advertise the time and location of their Sunday [\*\*\*11] church services. The Church is a small, cash-strapped entity that owns no building, so it holds its services at [\*\*244] elementary schools or other locations in or near the Town. In order to inform the public about its services, which are held in a variety of different locations, the Church began placing 15 to 20 temporary signs around the Town, frequently in the public right-of-way abutting the street. The signs typically displayed the Church's name, along with the time and location of the upcoming service. Church members would post the signs early in the day on Saturday and then remove them around midday on Sunday. The display of these signs requires little money and manpower, and thus has proved to be an economical and effective way for the Church to let the community know where its services are being held each week.

This practice caught the attention of the Town's Sign Code compliance manager, who twice cited the Church for violating the Code. The first citation noted that the Church exceeded the time limits for displaying its temporary directional signs. The second citation referred to the same problem, along with the Church's failure to include the date of the event on the signs. Town [\*\*\*12] officials even confiscated one of the Church's signs, which Reed had to retrieve from the municipal offices.

Reed contacted the Sign Code Compliance Department in an attempt to reach an accommodation. His efforts proved unsuccessful. The Town's Code compliance manager informed the Church that there [\*\*2226] would be "no leniency under the Code" and promised to punish any future violations.

Shortly thereafter, petitioners filed a complaint in the United States District Court for the District of Arizona, arguing that the Sign Code abridged their freedom of speech in violation of the *First* and *Fourteenth Amendments*. The District Court denied the petitioners' motion for a preliminary injunction. The Court of Appeals for the Ninth Circuit affirmed, holding that the Sign Code's provision regulating temporary directional signs did not regulate speech on the basis of content. 587

*F. 3d 966, 979 (2009)*. It reasoned that, even though an enforcement officer would have to read the sign to determine what provisions of the Sign Code applied to it, the "kind of cursory examination" that would be necessary for an officer to classify it as a temporary directional sign was "not akin to an officer synthesizing the expressive content of the sign." *Id.*, at 978. It then [\*\*\*13] remanded for the District Court to determine in the first instance whether the Sign Code's distinctions among temporary directional signs, political signs, and ideological signs nevertheless constituted a content-based regulation of speech.

On remand, the District Court granted summary judgment in favor of the Town. The Court of Appeals again affirmed, holding that the Code's sign categories were content neutral. The court concluded that "the distinctions between Temporary Directional Signs, Ideological Signs, and Political Signs . . . are based on objective factors relevant to Gilbert's creation of the specific exemption from the permit requirement and do not otherwise consider the substance of the sign." 707 *F. 3d 1057, 1069 (CA9 2013)*. Relying on this Court's decision in *Hill v. Colorado*, 530 *U. S. 703, 120 S. Ct. 2480, 147 L. Ed. 2d 597 (2000)*, the Court of Appeals concluded that the Sign Code is content neutral. 707 *F. 3d, at 1071-1072*. As the court explained, "Gilbert did not adopt its regulation of speech because [\*\*245] it disagreed with the message conveyed" and its "interests in regulat[ing] temporary signs are unrelated to the content of the sign." *Ibid.* Accordingly, the court believed that the Code was "content-neutral as that term [has been] defined by the Supreme Court." *Id.*, at 1071. In light of that determination, it applied [\*\*\*14] a lower level of scrutiny to the Sign Code and concluded that the law did not violate the *First Amendment*. *Id.*, at 1073-1076.

We granted certiorari, 573 *U. S. \_\_\_*, 134 *S. Ct. 2900, 189 L. Ed. 2d 854 (2014)*, and now reverse.

## II

### A

[HN1] [\*\*LEdHR1] [1] The *First Amendment*, applicable to the States through the *Fourteenth Amendment*, prohibits the enactment of laws "abridging the freedom of speech." *U. S. Const., Amdt. 1*. Under that Clause, a government, including a municipal government vested with state authority, "has no power to restrict expression because of its message, its ideas, its subject

matter, or its content." *Police Dep't of Chicago v. Mosley*, 408 U. S. 92, 95, 92 S. Ct. 2286, 33 L. Ed. 2d 212 (1972). Content-based laws--those that target speech based on its communicative content--are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. *R. A. V. v. St. Paul*, 505 U. S. 377, 395, 112 S. Ct. 2538, 120 L. Ed. 2d 305 (1992); *Simon & Schuster, Inc. v. Members of N. Y. State Crime Victims Bd.*, 502 U. S. 105, 115, 118, 112 S. Ct. 501, 116 L. Ed. 2d 476 (1991).

[\*2227] [HN2] [\*\*LEdHR2] [2] Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. *E.g.*, *Sorrell v. IMS Health, Inc.*, 564 U. S. \_\_\_, \_\_\_-\_\_\_, 131 S. Ct. 2653, 2663-2664, 180 L. Ed. 2d 544 555-556 (2011) ; *Carey v. Brown*, 447 U. S. 455, 462, 100 S. Ct. 2286, 65 L. Ed. 2d 263 (1980); *Mosley, supra*, at 95, 92 S. Ct. 2286, 33 L. Ed. 2d 212. This commonsense meaning of the phrase "content based" requires a court to consider whether a regulation of speech "on its face" draws distinctions based on the message a speaker conveys. *Sorrell, supra*, at \_\_\_, 131 S. Ct. 2653, 2663, 180 L. Ed. 2d 544 555. Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, [\*\*\*15] defining regulated speech by its function or purpose. Both are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny.

Our precedents have also recognized a separate and additional category of laws that, though facially content neutral, will be considered content-based regulations of speech: laws that cannot be "justified without reference to the content of the regulated speech," or that were adopted by the government "because of disagreement with the message [the speech] conveys," *Ward v. Rock Against Racism*, 491 U. S. 781, 791, 109 S. Ct. 2746, 105 L. Ed. 2d 661 (1989). Those laws, like those that are content based on their face, must also satisfy strict scrutiny.

## B

The Town's Sign Code is content based on its face. It defines "Temporary Directional Signs" on the basis of whether a sign conveys the message of directing the public to church or some other "qualifying event." Glossary [\*\*246] 25. It defines "Political Signs" on the

basis of whether a sign's message is "designed to influence the outcome of an election." *Id.*, at 24. And it defines "Ideological Signs" on the basis of whether a sign "communicat[es] a message or ideas" that do not fit within the Code's other categories. *Id.*, at 23. It then subjects each of these categories to different restrictions.

The [\*\*\*16] restrictions in the Sign Code that apply to any given sign thus depend entirely on the communicative content of the sign. If a sign informs its reader of the time and place a book club will discuss John Locke's *Two Treatises of Government*, that sign will be treated differently from a sign expressing the view that one should vote for one of Locke's followers in an upcoming election, and both signs will be treated differently from a sign expressing an ideological view rooted in Locke's theory of government. More to the point, the Church's signs inviting people to attend its worship services are treated differently from signs conveying other types of ideas. On its face, the Sign Code is a content-based regulation of speech. We thus have no need to consider the government's justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny.

## C

In reaching the contrary conclusion, the Court of Appeals offered several theories to explain why the Town's Sign Code should be deemed content neutral. None is persuasive.

## 1

The Court of Appeals first determined that the Sign Code was content neutral because the Town "did not adopt its regulation of speech [based on] [\*\*\*17] disagree[ment] with the message conveyed," and its justifications for regulating temporary directional signs were "unrelated to the content of the sign." 707 F. 3d, at 1071-1072. [\*2228] In its brief to this Court, the United States similarly contends that a sign regulation is content neutral--even if it expressly draws distinctions based on the sign's communicative content--if those distinctions can be "justified without reference to the content of the regulated speech." Brief for United States as *Amicus Curiae* 20, 24 (quoting *Ward, supra*, at 791, 109 S. Ct. 2746, 105 L. Ed. 2d 661; emphasis deleted).

But this analysis skips the crucial first step in the content-neutrality analysis: determining whether the law

is content neutral on its face. [HN3] [\*\*LEdHR3] [3] A law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of "animus toward the ideas contained" in the regulated speech. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 429, 113 S. Ct. 1505, 123 L. Ed. 2d 99 (1993). We have thus made clear that "[i]llicit legislative intent is not the *sine qua non* of a violation of the *First Amendment*," and a party opposing the government "need adduce 'no evidence of an improper censorial motive.'" *Simon & Schuster, supra*, at 117, 112 S. Ct. 501, 116 L. Ed. 2d 476. Although "a content-based purpose may be sufficient in certain circumstances to show that a regulation [\*\*\*18] is content based, it is not necessary." *Turner Broadcasting System, Inc. v. FCC*, 512 U. S. 622, 642, 114 S. Ct. 2445, 129 L. Ed. 2d 497 (1994). In other words, an innocuous justification [\*\*247] cannot transform a facially content-based law into one that is content neutral.

That is why we have repeatedly considered whether a law is content neutral on its face *before* turning to the law's justification or purpose. See, e.g., *Sorrell, supra*, at \_\_\_-\_\_\_, 131 S. Ct. 2653, 2663-2664, 180 L. Ed. 2d 544 555-556 (statute was content based "on its face," and there was also evidence of an impermissible legislative motive); *United States v. Eichman*, 496 U. S. 310, 315, 110 S. Ct. 2404, 110 L. Ed. 2d 287 (1990) ("Although the [statute] contains no explicit content-based limitation on the scope of prohibited conduct, it is nevertheless clear that the Government's asserted *interest* is related to the suppression of free expression" (internal quotation marks omitted)); *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 804, 104 S. Ct. 2118, 80 L. Ed. 2d 772 (1984) ("The text of the ordinance is neutral," and "there is not even a hint of bias or censorship in the City's enactment or enforcement of this ordinance"); *Clark v. Community for Creative Non-Violence*, 468 U. S. 288, 293, 104 S. Ct. 3065, 82 L. Ed. 2d 221 (1984) (requiring that a facially content-neutral ban on camping must be "justified without reference to the content of the regulated speech"); *United States v. O'Brien*, 391 U. S. 367, 375, 377, 88 S. Ct. 1973, 20 L. Ed. 2d 672 (1968) (noting that the statute "on its face deals with conduct having no connection with speech," but examining whether the "the governmental interest is unrelated to the suppression of free expression"). [\*\*\*19] [HN4] [\*\*LEdHR4] [4] Because strict scrutiny applies either when a law is content based on its face or when the purpose and

justification for the law are content based, a court must evaluate each question before it concludes that the law is content neutral and thus subject to a lower level of scrutiny.

The Court of Appeals and the United States misunderstand our decision in *Ward* as suggesting that a government's purpose is relevant even when a law is content based on its face. That is incorrect. *Ward* had nothing to say about facially content-based restrictions because it involved a facially content-neutral ban on the use, in a city-owned music venue, of sound amplification systems not provided by the city. 491 U. S., at 787, 109 S. Ct. 2746, 105 L. Ed. 2d 661, and n. 2. In that context, we looked to [\*\*2229] governmental motive, including whether the government had regulated speech "because of disagreement" with its message, and whether the regulation was "justified without reference to the content of the speech." *Id.*, at 791, 109 S. Ct. 2746, 105 L. Ed. 2d 661. But *Ward's* framework "applies only if a statute is content neutral." *Hill*, 530 U. S., at 766, 120 S. Ct. 2480, 147 L. Ed. 2d 597 (Kennedy, J., dissenting). Its rules thus operate "to protect speech," not "to restrict it." *Id.*, at 765, 120 S. Ct. 2480, 147 L. Ed. 2d 597.

The *First Amendment* requires no less. [HN5] [\*\*LEdHR5] [5] Innocent motives do not eliminate the danger of censorship [\*\*\*20] presented by a facially content-based statute, as future government officials may one day wield such statutes to suppress disfavored speech. That is why the *First Amendment* expressly targets the operation of the laws--i.e., the "abridg[ement] of speech"--rather than merely the motives of those who enacted them. *U. S. Const., Amdt. 1.* "The vice of content-based legislation . . . is not that it is always used for invidious, thought-control purposes, [\*\*248] but that it lends itself to use for those purposes." *Hill, supra*, at 743, 120 S. Ct. 2480, 147 L. Ed. 2d 597 (Scalia, J., dissenting).

For instance, in *NAACP v. Button*, 371 U. S. 415, 83 S. Ct. 328, 9 L. Ed. 2d 405 (1963), the Court encountered a State's attempt to use a statute prohibiting "'improper solicitation'" by attorneys to outlaw litigation-related speech of the National Association for the Advancement of Colored People. *Id.*, at 438, 83 S. Ct. 328, 9 L. Ed. 2d 405. Although *Button* predated our more recent formulations of strict scrutiny, the Court rightly rejected the State's claim that its interest in the "regulation of professional conduct" rendered the statute consistent with

the *First Amendment*, observing that "it is no answer . . . to say . . . that the purpose of these regulations was merely to insure high professional standards and not to curtail free expression." *Id.*, at 438-439, 83 S. Ct. 328, 9 L. Ed. 2d 405. Likewise, one could easily imagine a Sign Code compliance manager who [\*\*\*21] disliked the Church's substantive teachings deploying the Sign Code to make it more difficult for the Church to inform the public of the location of its services. Accordingly, we have repeatedly "rejected the argument that 'discriminatory . . . treatment is suspect under the *First Amendment* only when the legislature intends to suppress certain ideas.'" *Discovery Network*, 507 U. S., at 429, 113 S. Ct. 1505, 123 L. Ed. 2d 99. We do so again today.

2

The Court of Appeals next reasoned that the Sign Code was content neutral because it "does not mention any idea or viewpoint, let alone single one out for differential treatment." 587 F. 3d, at 977. It reasoned that, for the purpose of the Code provisions, "[i]t makes no difference which candidate is supported, who sponsors the event, or what ideological perspective is asserted." 707 F. 3d, at 1069.

The Town seizes on this reasoning, insisting that "content based" is a term of art that "should be applied flexibly" with the goal of protecting "viewpoints and ideas from government censorship or favoritism." Brief for Respondents 22. In the Town's view, a sign regulation that "does not censor or favor particular viewpoints or ideas" cannot be content based. *Ibid.* The Sign Code allegedly passes this test because its treatment of temporary directional signs does not raise [\*\*\*22] any concerns that the government is "endorsing or suppressing 'ideas or viewpoints,'" *id.*, at 27, and the provisions for political signs and ideological signs "are neutral as to particular ideas or viewpoints" within those categories. *Id.*, at 37.

This analysis conflates two distinct but related limitations that the *First Amendment* [\*2230] places on government regulation of speech. [HN6] [\*\*LEdHR6] [6] Government discrimination among viewpoints--or the regulation of speech based on "the specific motivating ideology or the opinion or perspective of the speaker"--is a "more blatant" and "egregious form of content discrimination." *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829, 115 S. Ct. 2510, 132 L. Ed. 2d 700 (1995). But it is well established that "[t]he

*First Amendment's* hostility to content-based regulation extends not only to restrictions on particular viewpoints, but also to prohibition of public discussion of an entire topic." *Consolidated Edison Co. v. Public Service Comm'n*, 447 U.S. 530, 537, 100 S. Ct. 2326, 65 L. Ed. 2d 319 (1980).

[\*\*249] Thus, a speech regulation targeted at specific subject matter is content based even if it does not discriminate among viewpoints within that subject matter. *Ibid.* For example, a law banning the use of sound trucks for political speech--and only political speech--would be a content-based regulation, even if it imposed no limits on the political viewpoints that could be expressed. [\*\*\*23] See *Discovery Network*, *supra*, at 428, 113 S. Ct. 1505, 123 L. Ed. 2d 99. The Town's Sign Code likewise singles out specific subject matter for differential treatment, even if it does not target viewpoints within that subject matter. Ideological messages are given more favorable treatment than messages concerning a political candidate, which are themselves given more favorable treatment than messages announcing an assembly of like-minded individuals. That is a paradigmatic example of content-based discrimination.

3

Finally, the Court of Appeals characterized the Sign Code's distinctions as turning on "'the content-neutral elements of who is speaking through the sign and whether and when an event is occurring.'" 707 F. 3d, at 1069. That analysis is mistaken on both factual and legal grounds.

To start, the Sign Code's distinctions are not speaker based. The restrictions for political, ideological, and temporary event signs apply equally no matter who sponsors them. If a local business, for example, sought to put up signs advertising the Church's meetings, those signs would be subject to the same limitations as such signs placed by the Church. And if Reed had decided to display signs in support of a particular candidate, he could have made [\*\*\*24] those signs far larger--and kept them up for far longer--than signs inviting people to attend his church services. If the Code's distinctions were truly speaker based, both types of signs would receive the same treatment.

In any case, [HN7] [\*\*LEdHR7] [7] the fact that a distinction is speaker based does not, as the Court of

135 S. Ct. 2218, \*2230; 192 L. Ed. 2d 236, \*\*LEdHR7;  
2015 U.S. LEXIS 4061, \*\*\*24; 83 U.S.L.W. 4444

Appeals seemed to believe, automatically render the distinction content neutral. Because "[s]peech restrictions based on the identity of the speaker are all too often simply a means to control content," *Citizens United v. Federal Election Comm'n*, 558 U. S. 310, 340, 130 S. Ct. 876, 175 L. Ed. 2d 753 (2010), we have insisted that "laws favoring some speakers over others demand strict scrutiny when the legislature's speaker preference reflects a content preference," *Turner*, 512 U. S., at 658, 114 S. Ct. 2445, 129 L. Ed. 2d 497. Thus, a law limiting the content of newspapers, but only newspapers, could not evade strict scrutiny simply because it could be characterized as speaker based. Likewise, a content-based law that restricted the political speech of all corporations would not become content neutral just because it singled out corporations as a class of speakers. See *Citizens United*, *supra*, at 340-341, 130 S. Ct. 876, 175 L. Ed. 2d 753. Characterizing a distinction [\*2231] as speaker based is only the beginning--not the end--of the inquiry.

Nor do the Sign Code's distinctions hinge on "whether [\*\*\*25] and when an event is occurring." The Code does not permit citizens to post signs on any topic whatsoever within a set period leading up to an election, for example. Instead, come election time, it requires Town officials to determine whether a sign is "designed to influence the outcome of an election" (and [\*\*250] thus "political") or merely "communicating a message or ideas for noncommercial purposes" (and thus "ideological"). Glossary 24. That obvious content-based inquiry does not evade strict scrutiny review simply because an event (*i.e.*, an election) is involved.

And, just as with speaker-based laws, the fact that a distinction is event based does not render it content neutral. The Court of Appeals cited no precedent from this Court supporting its novel theory of an exception from the content-neutrality requirement for event-based laws. As we have explained, [HN8] [\*\*LEdHR8] [8] a speech regulation is content based if the law applies to particular speech because of the topic discussed or the idea or message expressed. *Supra*, at \_\_\_, 192 L. Ed. 2d, at 245. A regulation that targets a sign because it conveys an idea about a specific event is no less content based than a regulation that targets a sign because it conveys some other idea. Here, the [\*\*\*26] Code singles out signs bearing a particular message: the time and location of a specific event. This type of ordinance may seem like a perfectly rational way to regulate signs, but [HN9] [\*\*LEdHR9] [9] a clear and firm rule governing content

neutrality is an essential means of protecting the freedom of speech, even if laws that might seem "entirely reasonable" will sometimes be "struck down because of their content-based nature." *City of Ladue v. Gilleo*, 512 U. S. 43, 60, 114 S. Ct. 2038, 129 L. Ed. 2d 36 (1994) (O'Connor, J., concurring).

### III

[HN10] [\*\*LEdHR10] [10] Because the Town's Sign Code imposes content-based restrictions on speech, those provisions can stand only if they survive strict scrutiny, "which requires the Government to prove that the restriction furthers a compelling interest and is narrowly tailored to achieve that interest," *Arizona Free Enterprise Club's Freedom Club PAC v. Bennett*, 564 U. S. \_\_\_, \_\_\_, 131 S. Ct. 2806, 2817, 180 L. Ed. 2d 664, 675 (2011) (quoting *Citizens United*, 558 U. S., at 340, 130 S. Ct. 876, 175 L. Ed. 2d 753). Thus, it is the Town's burden to demonstrate that the Code's differentiation between temporary directional signs and other types of signs, such as political signs and ideological signs, furthers a compelling governmental interest and is narrowly tailored to that end. See *ibid.*

The Town cannot do so. It has offered only two governmental interests in support of the distinctions the Sign Code draws: preserving the Town's aesthetic [\*\*\*27] appeal and traffic safety. Assuming for the sake of argument that those are compelling governmental interests, the Code's distinctions fail as hopelessly underinclusive.

Starting with the preservation of aesthetics, temporary directional signs are "no greater an eyesore," *Discovery Network*, 507 U. S., at 425, 113 S. Ct. 1505, 123 L. Ed. 2d 99, than ideological or political ones. Yet the Code allows unlimited proliferation of larger ideological signs while strictly limiting the number, size, and duration of smaller directional ones. The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town while at the same time allowing unlimited numbers of other types of signs that create the same problem.

[\*2232] The Town similarly has not shown that limiting temporary directional signs is necessary to eliminate threats to traffic safety, but that limiting other types of signs is not. The Town has offered no reason to believe [\*\*\*251] that directional signs pose a greater threat to safety than do ideological or political signs. If

anything, a sharply worded ideological sign seems more likely to distract a driver than a sign directing the public to a nearby church meeting.

In light of this underinclusiveness, the Town has not met its [\*\*\*28] burden to prove that its Sign Code is narrowly tailored to further a compelling government interest. Because [HN11] [\*\*LEdHR11] [11] a "law cannot be regarded as protecting an interest of the highest order, and thus as justifying a restriction on truthful speech, when it leaves appreciable damage to that supposedly vital interest unprohibited," *Republican Party of Minn. v. White*, 536 U. S. 765, 780, 122 S. Ct. 2528, 153 L. Ed. 2d 694 (2002), the Sign Code fails strict scrutiny.

#### IV

Our decision today will not prevent governments from enacting effective sign laws. The Town asserts that an "absolutist" content-neutrality rule would render "virtually all distinctions in sign laws . . . subject to strict scrutiny," Brief for Respondents 34-35, but that is not the case. [HN12] [\*\*LEdHR12] [12] Not "all distinctions" are subject to strict scrutiny, only *content-based* ones are. Laws that are *content neutral* are instead subject to lesser scrutiny. See *Clark*, 468 U. S., at 295, 104 S. Ct. 3065, 82 L. Ed. 2d 221.

The Town has ample content-neutral options available to resolve problems with safety and aesthetics. For example, its current Code regulates many aspects of signs that have nothing to do with a sign's message: size, building materials, lighting, moving parts, and portability. See, e.g., §4.402(R). And on public property, the Town may go a long way toward entirely forbidding the posting of signs, [\*\*\*29] so long as it does so in an evenhanded, content-neutral manner. See *Taxpayers for Vincent*, 466 U. S., at 817, 104 S. Ct. 2118, 80 L. Ed. 2d 772 (upholding content-neutral ban against posting signs on public property). Indeed, some lower courts have long held that similar content-based sign laws receive strict scrutiny, but there is no evidence that towns in those jurisdictions have suffered catastrophic effects. See, e.g., *Solantic, LLC v. Neptune Beach*, 410 F. 3d 1250, 1264-1269 (CA11 2005) (sign categories similar to the town of Gilbert's were content based and subject to strict scrutiny); *Matthews v. Needham*, 764 F. 2d 58, 59-60 (CA1 1985) (law banning political signs but not commercial signs was content based and subject to strict scrutiny).

We acknowledge that a city might reasonably view the general regulation of signs as necessary because signs "take up space and may obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation." *City of Ladue*, 512 U. S., at 48, 114 S. Ct. 2038, 129 L. Ed. 2d 36. At the same time, the presence of certain signs may be essential, both for vehicles and pedestrians, to guide traffic or to identify hazards and ensure safety. A sign ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers--such as warning signs marking hazards on private property, signs directing traffic, or street [\*\*\*30] numbers associated with private houses--well might survive strict scrutiny. The signs at issue in this case, including political and ideological signs and signs for events, are far removed from those purposes. As [\*\*\*252] discussed above, they are facially content based and are neither justified by traditional safety concerns nor narrowly tailored.

\* \* \*

[\*2233] We reverse the judgment of the Court of Appeals and remand the case for proceedings consistent with this opinion.

It is so ordered.

**CONCUR BY:** Alito; Breyer; Kagan

#### CONCUR

Justice **Alito**, with whom Justice Kennedy and Justice Sotomayor join, concurring.

I join the opinion of the Court but add a few words of further explanation.

As the Court holds, what we have termed "content-based" laws must satisfy strict scrutiny. Content-based laws merit this protection because they present, albeit sometimes in a subtler form, the same dangers as laws that regulate speech based on viewpoint. Limiting speech based on its "topic" or "subject" favors those who do not want to disturb the status quo. Such regulations may interfere with democratic self-government and the search for truth. See *Consolidated Edison Co. v. Public Service Comm'n*, 447 U.S. 530, 537, 100 S. Ct. 2326, 65 L. Ed. 2d 319 (1980).

As the Court shows, the regulations [\*\*\*31] at issue in this case are replete with content-based distinctions, and as a result they must satisfy strict scrutiny. This does not mean, however, that municipalities are powerless to enact and enforce reasonable sign regulations. I will not attempt to provide anything like a comprehensive list, but here are some rules that would not be content based:

Rules regulating the size of signs. These rules may distinguish among signs based on any content-neutral criteria, including any relevant criteria listed below.

Rules regulating the locations in which signs may be placed. These rules may distinguish between free-standing signs and those attached to buildings.

Rules distinguishing between lighted and unlighted signs.

Rules distinguishing between signs with fixed messages and electronic signs with messages that change.

Rules that distinguish between the placement of signs on private and public property.

Rules distinguishing between the placement of signs on commercial and residential property.

Rules distinguishing between on-premises and off-premises signs.

Rules restricting the total number of signs allowed per mile of roadway.

Rules imposing time restrictions on signs advertising a one-time event. [\*\*\*32] [\*\*253] Rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed.\*

\* Of course, content-neutral restrictions on speech are not necessarily consistent with the *First Amendment*. Time, place, and manner restrictions "must be narrowly tailored to serve the government's legitimate, content-neutral interests." *Ward v. Rock Against Racism*, 491 U. S. 781, 798, 109 S. Ct. 2746, 105 L. Ed. 2d 661 (1989). But they need not meet the high standard imposed on viewpoint- and content-based restrictions.

In addition to regulating signs put up by private

actors, government entities may also erect their own signs consistent with the principles that allow governmental speech. See *Pleasant Grove City v. Summum*, 555 U. S. 460, 467-469, 129 S. Ct. 1125, 172 L. Ed. 2d 853 (2009). They may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots.

Properly understood, today's decision will not prevent cities from regulating signs in a way that fully protects public [\*2234] safety and serves legitimate esthetic objectives.

Justice Breyer, concurring in the judgment.

I join Justice Kagan's separate opinion. Like Justice Kagan I believe that categories alone cannot satisfactorily resolve the legal problem before us. The *First Amendment* requires greater judicial sensitivity both [\*\*\*33] to the Amendment's expressive objectives and to the public's legitimate need for regulation than a simple recitation of categories, such as "content discrimination" and "strict scrutiny," would permit. In my view, the category "content discrimination" is better considered in many contexts, including here, as a rule of thumb, rather than as an automatic "strict scrutiny" trigger, leading to almost certain legal condemnation.

To use content discrimination to trigger strict scrutiny sometimes makes perfect sense. There are cases in which the Court has found content discrimination an unconstitutional method for suppressing a viewpoint. *E.g.*, *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 828-829, 115 S. Ct. 2510, 132 L. Ed. 2d 700 (1995); see also *Boos v. Barry*, 485 U. S. 312, 318-319, 108 S. Ct. 1157, 99 L. Ed. 2d 333 (1988) (plurality opinion) (applying strict scrutiny where the line between subject matter and viewpoint was not obvious). And there are cases where the Court has found content discrimination to reveal that rules governing a traditional public forum are, in fact, not a neutral way of fairly managing the forum in the interest of all speakers. *Police Dep't of Chicago v. Mosley*, 408 U.S. 92, 96, 92 S. Ct. 2286, 33 L. Ed. 2d 212 (1972) ("Once a forum is opened up to assembly or speaking by some groups, government may not prohibit others from assembling or speaking on the basis of what they intend to say"). In these types of cases, strict [\*\*\*34] scrutiny is often appropriate, and content discrimination has thus served a useful purpose.

But content discrimination, while helping courts to

identify unconstitutional suppression of expression, cannot and should not *always* trigger strict scrutiny. To say that it is not an automatic "strict scrutiny" trigger is not to argue against that concept's use. I readily concede, for example, that content discrimination, as a conceptual tool, can sometimes reveal weaknesses in the government's rationale [\*\*254] for a rule that limits speech. If, for example, a city looks to litter prevention as the rationale for a prohibition against placing newsracks dispensing free advertisements on public property, why does it exempt other newsracks causing similar litter? Cf. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 113 S. Ct. 1505, 123 L. Ed. 2d 99 (1993). I also concede that, whenever government disfavors one kind of speech, it places that speech at a disadvantage, potentially interfering with the free marketplace of ideas and with an individual's ability to express thoughts and ideas that can help that individual determine the kind of society in which he wishes to live, help shape that society, and help define his place within it.

Nonetheless, in these latter instances to use the presence [\*\*\*35] of content discrimination automatically to trigger strict scrutiny and thereby call into play a strong presumption against constitutionality goes too far. That is because virtually all government activities involve speech, many of which involve the regulation of speech. Regulatory programs almost always require content discrimination. And to hold that such content discrimination triggers strict scrutiny is to write a recipe for judicial management of ordinary government regulatory activity.

Consider a few examples of speech regulated by government that inevitably involve [\*2235] content discrimination, but where a strong presumption against constitutionality has no place. Consider governmental regulation of securities, *e.g.*, 15 U. S. C. §78l (requirements for content that must be included in a registration statement); of energy conservation labeling-practices, *e.g.*, 42 U. S. C. §6294 (requirements for content that must be included on labels of certain consumer electronics); of prescription drugs, *e.g.*, 21 U. S. C. §353(b)(4)(A) (requiring a prescription drug label to bear the symbol "Rx only"); of doctor-patient confidentiality, *e.g.*, 38 U. S. C. §7332 (requiring confidentiality of certain medical records, but allowing a physician to disclose that the patient has [\*\*\*36] HIV to the patient's spouse or sexual partner); of income tax statements, *e.g.*, 26 U. S. C. §6039F (requiring taxpayers

to furnish information about foreign gifts received if the aggregate amount exceeds \$10,000); of commercial airplane briefings, *e.g.*, 14 CFR §136.7 (2015) (requiring pilots to ensure that each passenger has been briefed on flight procedures, such as seatbelt fastening); of signs at petting zoos, *e.g.*, *N. Y. Gen. Bus. Law Ann.* §399-ff(3) (West Cum. Supp. 2015) (requiring petting zoos to post a sign at every exit "strongly recommend[ing] that persons wash their hands upon exiting the petting zoo area"); and so on.

Nor can the majority avoid the application of strict scrutiny to all sorts of justifiable governmental regulations by relying on this Court's many subcategories and exceptions to the rule. The Court has said, for example, that we should apply less strict standards to "commercial speech." *Central Hudson Gas & Elec. Corp. v. Public Service Comm'n*, 447 U.S. 557, 562-563, 100 S. Ct. 2343, 65 L. Ed. 2d 341 (1980). But I have great concern that many justifiable instances of "content-based" regulation are noncommercial. And, worse than that, the Court has applied the heightened "strict scrutiny" standard even in cases where the less stringent "commercial speech" standard was [\*\*\*37] appropriate. See *Sorrell v. IMS Health Inc.*, [\*\*255] 564 U. S. \_\_\_, \_\_\_, 131 S. Ct. 2653, 2667, 180 L. Ed. 2d 544, 559 (2011) (Breyer, J., dissenting). The Court has also said that "government speech" escapes *First Amendment* strictures. See *Rust v. Sullivan*, 500 U. S. 173, 193-194, 111 S. Ct. 1759, 114 L. Ed. 2d 233 (1991). But regulated speech is typically private speech, not government speech. Further, the Court has said that, "[w]hen the basis for the content discrimination consists entirely of the very reason the entire class of speech at issue is proscribable, no significant danger of idea or viewpoint discrimination exists." *R. A. V. v. St. Paul*, 505 U. S. 377, 388, 112 S. Ct. 2538, 120 L. Ed. 2d 305 (1992). But this exception accounts for only a few of the instances in which content discrimination is readily justifiable.

I recognize that the Court could escape the problem by watering down the force of the presumption against constitutionality that "strict scrutiny" normally carries with it. But, in my view, doing so will weaken the *First Amendment's* protection in instances where "strict scrutiny" should apply in full force.

The better approach is to generally treat content discrimination as a strong reason weighing against the constitutionality of a rule where a traditional public

forum, or where viewpoint discrimination, is threatened, but elsewhere treat it as a rule of thumb, finding it a helpful, but not determinative legal tool, in an appropriate case, to determine the strength [\*\*\*38] of a justification. I would use content discrimination as a supplement to a more basic analysis, which, tracking most of our *First Amendment* cases, asks whether the regulation at issue works harm to *First Amendment* interests that is disproportionate in light of [\*2236] the relevant regulatory objectives. Answering this question requires examining the seriousness of the harm to speech, the importance of the countervailing objectives, the extent to which the law will achieve those objectives, and whether there are other, less restrictive ways of doing so. See, e.g., *United States v. Alvarez*, 567 U.S. \_\_\_, \_\_\_-\_\_\_, 132 S. Ct. 2537, 2541-2544, 183 L. Ed. 2d 574, 584-587 (2012) (Breyer, J., concurring in judgment); *Nixon v. Shrink Missouri Government PAC*, 528 U. S. 377, 400-403, 120 S. Ct. 897, 145 L. Ed. 2d 886 (2000) (Breyer, J., concurring). Admittedly, this approach does not have the simplicity of a mechanical use of categories. But it does permit the government to regulate speech in numerous instances where the voters have authorized the government to regulate and where courts should hesitate to substitute judicial judgment for that of administrators.

Here, regulation of signage along the roadside, for purposes of safety and beautification is at issue. There is no traditional public forum nor do I find any general effort to censor a particular viewpoint. Consequently, the specific regulation at issue does not warrant "strict scrutiny." [\*\*\*39] Nonetheless, for the reasons that Justice Kagan sets forth, I believe that the Town of Gilbert's regulatory rules violate the *First Amendment*. I consequently concur in the Court's judgment only.

Justice Kagan, with whom Justice Ginsburg and Justice Breyer join, concurring in the judgment.

Countless cities and towns across America have adopted ordinances regulating the posting of signs, while exempting certain categories of signs based on their subject matter. For example, some municipalities generally [\*\*256] prohibit illuminated signs in residential neighborhoods, but lift that ban for signs that identify the address of a home or the name of its owner or occupant. See, e.g., *City of Truth or Consequences*, N. M., Code of Ordinances, ch. 16, Art. XIII, §§11-13-2.3, 11-13-2.9(H)(4) (2014). In other municipalities, safety signs such as "Blind Pedestrian Crossing" and "Hidden

Driveway" can be posted without a permit, even as other permanent signs require one. See, e.g., Code of Athens-Clarke County, Ga., Pt. III, §7-4-7(1) (1993). Elsewhere, historic site markers--for example, "George Washington Slept Here"--are also exempt from general regulations. See, e.g., Dover, Del., Code of Ordinances, Pt. II, App. B, Art. 5, §4.5(F) (2012). And similarly, the federal Highway Beautification Act limits [\*\*\*40] signs along interstate highways unless, for instance, they direct travelers to "scenic and historical attractions" or advertise free coffee. See 23 U. S. C. §§131(b), (c)(1), (c)(5).

Given the Court's analysis, many sign ordinances of that kind are now in jeopardy. See *ante*, at \_\_\_, 192 L. Ed. 2d, at 250 (acknowledging that "entirely reasonable" sign laws "will sometimes be struck down" under its approach (internal quotation marks omitted)). Says the majority: When laws "single[ ] out specific subject matter," they are "facially content based"; and when they are facially content based, they are automatically subject to strict scrutiny. *Ante*, at \_\_\_, \_\_\_ - \_\_\_, 192 L. Ed. 2d, at 249, 251-252. And although the majority holds out hope that some sign laws with subject-matter exemptions "might survive" that stringent review, *ante*, at \_\_\_, 192 L. Ed. 2d, at 251, the likelihood is that most will be struck down. After all, it is the "rare case[ ] in which a speech restriction withstands strict scrutiny." *Williams-Yulee v. Florida Bar*, 575 U. S. \_\_\_, \_\_\_, 135 S. Ct. 1656, 1666, 191 L. Ed. 2d 570, 584 (2015). To clear that high bar, the government must show that a content-based distinction "is necessary to serve a compelling state interest and is narrowly drawn to achieve that end." [\*2237] *Arkansas Writers' Project, Inc. v. Ragland*, 481 U. S. 221, 231, 107 S. Ct. 1722, 95 L. Ed. 2d 209 (1987). So on the majority's view, courts would have to determine that a town has a compelling interest in informing [\*\*\*41] passersby where George Washington slept. And likewise, courts would have to find that a town has no other way to prevent hidden-driveway mishaps than by specially treating hidden-driveway signs. (Well-placed speed bumps? Lower speed limits? Or how about just a ban on hidden driveways?) The consequence--unless courts water down strict scrutiny to something unrecognizable--is that our communities will find themselves in an unenviable bind: They will have to either repeal the exemptions that allow for helpful signs on streets and sidewalks, or else lift their sign restrictions altogether and resign themselves to the resulting clutter. \*

\* Even in trying (commendably) to limit today's

135 S. Ct. 2218, \*2237; 192 L. Ed. 2d 236, \*\*256;  
2015 U.S. LEXIS 4061, \*\*\*41; 83 U.S.L.W. 4444

decision, Justice Alito's concurrence highlights its far-reaching effects. According to Justice Alito, the majority does not subject to strict scrutiny regulations of "signs advertising a one-time event." *Ante*, at \_\_\_, 192 L. Ed. 2d, at 252 (Alito, J., concurring). But of course it does. On the majority's view, a law with an exception for such signs "singles out specific subject matter for differential treatment" and "defin[es] regulated speech by particular subject matter." *Ante*, at \_\_\_, \_\_\_, 192 L. Ed. 2d, at 245, 249 (majority opinion). Indeed, the precise reason the majority [\*\*\*42] applies strict scrutiny here is that "the Code singles out signs bearing a particular message: the time and location of a specific event." *Ante*, at \_\_\_, 192 L. Ed. 2d, at 250.

Although the majority insists that applying strict scrutiny to all such [\*\*257] ordinances is "essential" to protecting *First Amendment* freedoms, *ante*, at \_\_\_, 192 L. Ed. 2d, at 250, I find it challenging to understand why that is so. This Court's decisions articulate two important and related reasons for subjecting content-based speech regulations to the most exacting standard of review. The first is "to preserve an uninhibited marketplace of ideas in which truth will ultimately prevail." *McCullen v. Coakley*, 573 U. S. \_\_\_, \_\_\_-\_\_\_, 134 S. Ct. 2518, 2529, 189 L. Ed. 2d 502, 514 (2014) (internal quotation marks omitted). The second is to ensure that the government has not regulated speech "based on hostility--or favoritism--towards the underlying message expressed." *R. A. V. v. St. Paul*, 505 U. S. 377, 386, 112 S. Ct. 2538, 120 L. Ed. 2d 305 (1992). Yet the subject-matter exemptions included in many sign ordinances do not implicate those concerns. Allowing residents, say, to install a light bulb over "name and address" signs but no others does not distort the marketplace of ideas. Nor does that different treatment give rise to an inference of impermissible government motive.

We apply strict scrutiny to facially content-based regulations of speech, in keeping [\*\*\*43] with the rationales just described, when there is any "realistic possibility that official suppression of ideas is afoot." *Davenport v. Wash. Educ. Ass'n*, 551 U.S. 177, 189, 127 S. Ct. 2372, 168 L. Ed. 2d 71 (2007) (quoting *R. A. V.*, 505 U. S., at 390, 112 S. Ct. 2538, 120 L. Ed. 2d 305). That is always the case when the regulation facially differentiates on the basis of viewpoint. See *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829,

115 S. Ct. 2510, 132 L. Ed. 2d 700 (1995). It is also the case (except in non-public or limited public forums) when a law restricts "discussion of an entire topic" in public debate. *Consolidated Edison Co. v. Public Service Comm'n*, 447 U.S. 530, 537, 539-540, 100 S. Ct. 2326, 65 L. Ed. 2d 319 (1980) (invalidating a limitation on speech about nuclear power). We have stated that "[i]f the marketplace of ideas is to remain free and open, governments must not be allowed to choose 'which issues are worth discussing or debating.'" *Id.*, at 537-538, 100 S. Ct. 2326, 65 L. Ed. 2d 319 (quoting [\*\*2238] *Police Dep't of Chicago v. Mosley*, 408 U.S. 92, 96, 92 S. Ct. 2286, 33 L. Ed. 2d 212 (1972)). And we have recognized that such subject-matter restrictions, even though viewpoint-neutral on their face, may "suggest[ ] an attempt to give one side of a debatable public question an advantage in expressing its views to the people." *First Nat. Bank of Boston v. Bellotti*, 435 U. S. 765, 785, 98 S. Ct. 1407, 55 L. Ed. 2d 707 (1978); accord, *ante*, at \_\_\_, 192 L. Ed. 2d, at 252 (Alito, J., concurring) (limiting all speech on one topic "favors those who do not want to disturb the status quo"). Subject-matter regulation, in other words, may have the intent or effect of favoring some ideas over others. When that is realistically possible--when [\*\*\*44] the restriction "raises the specter that the Government may effectively drive certain ideas or viewpoints from the marketplace"--we insist that the law pass the most demanding constitutional test. *R. A. V.*, 505 U. S., at 387, 112 S. Ct. 2538, 120 L. Ed. 2d 305 (quoting *Simon & Schuster, Inc. v. Members of N. Y. [\*\*258] State Crime Victims Bd.*, 502 U. S. 105, 116, 112 S. Ct. 501, 116 L. Ed. 2d 476 (1991)).

But when that is not realistically possible, we may do well to relax our guard so that "entirely reasonable" laws imperiled by strict scrutiny can survive. *Ante*, at \_\_\_, 192 L. Ed. 2d, at 250. This point is by no means new. Our concern with content-based regulation arises from the fear that the government will skew the public's debate of ideas--so when "that risk is inconsequential, . . . strict scrutiny is unwarranted." *Davenport*, 551 U. S., at 188, 127 S. Ct. 2372, 168 L. Ed. 2d 71; see *R. A. V.*, 505 U. S., at 388, 112 S. Ct. 2538, 120 L. Ed. 2d 305 (approving certain content-based distinctions when there is "no significant danger of idea or viewpoint discrimination"). To do its intended work, of course, the category of content-based regulation triggering strict scrutiny must sweep more broadly than the actual harm; that category exists to create a buffer zone guaranteeing that the government cannot favor or disfavor certain viewpoints.

But that buffer zone need not extend forever. We can administer our content-regulation doctrine with a dose of common sense, so as to leave standing laws that in no way implicate its intended [\*\*\*45] function.

And indeed we have done just that: Our cases have been far less rigid than the majority admits in applying strict scrutiny to facially content-based laws--including in cases just like this one. See *Davenport*, 551 U. S., at 188, 127 S. Ct. 2372, 168 L. Ed. 2d 71 (noting that "we have identified numerous situations in which [the] risk" attached to content-based laws is "attenuated"). In *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 104 S. Ct. 2118, 80 L. Ed. 2d 772 (1984), the Court declined to apply strict scrutiny to a municipal ordinance that exempted address numbers and markers commemorating "historical, cultural, or artistic event[s]" from a generally applicable limit on sidewalk signs. *Id.*, at 792, n. 1, 104 S. Ct. 2118, 80 L. Ed. 2d 772 (listing exemptions); see *id.*, at 804-810, 104 S. Ct. 2118, 80 L. Ed. 2d 772 (upholding ordinance under intermediate scrutiny). After all, we explained, the law's enactment and enforcement revealed "not even a hint of bias or censorship." *Id.*, at 804, 104 S. Ct. 2118, 80 L. Ed. 2d 772; see also *Renton v. Playtime Theatres, Inc.*, 475 U. S. 41, 48, 106 S. Ct. 925, 89 L. Ed. 2d 29 (1986) (applying intermediate scrutiny to a zoning law that facially distinguished among movie theaters based on content because it was "designed to prevent crime, protect the city's retail trade, [and] maintain property values . . ., not to suppress the expression of unpopular views"). And another decision involving a similar law provides an alternative model. In *City of Ladue v. Gilleo*, 512 U. S. 43, 114 S. Ct. 2038, 129 L. Ed. 2d 36 (1994), the Court assumed *arguendo* that a sign ordinance's exceptions for address [\*2239] signs, [\*\*\*46] safety signs, and for-sale signs in residential areas did not trigger strict scrutiny. See *id.*, at 46-47, 114 S. Ct. 2038, 129 L. Ed. 2d 36, and n. 6 (listing exemptions); *id.*, at 53, 114 S. Ct. 2038, 129 L. Ed. 2d 36 (noting this assumption). We did not need to, and so did not, decide the level-of-scrutiny question because the law's breadth made it unconstitutional under any standard.

The majority could easily have taken *Ladue's* tack here. The Town of Gilbert's defense of its sign ordinance--most notably, the law's distinctions between directional signs and others--does not pass strict scrutiny, [\*\*259] or intermediate scrutiny, or even the laugh test. See *ante*, at \_\_\_ - \_\_\_, 192 L. Ed. 2d, at 250 (discussing

those distinctions). The Town, for example, provides no reason at all for prohibiting more than four directional signs on a property while placing no limits on the number of other types of signs. See Gilbert, Ariz., Land Development Code, ch. I, §§4.402(J), (P)(2) (2014). Similarly, the Town offers no coherent justification for restricting the size of directional signs to 6 square feet while allowing other signs to reach 20 square feet. See §§4.402(J), (P)(1). The best the Town could come up with at oral argument was that directional signs "need to be smaller because they need to guide travelers along a route." Tr. of Oral Arg. 40. [\*\*\*47] Why exactly a smaller sign better helps travelers get to where they are going is left a mystery. The absence of any sensible basis for these and other distinctions dooms the Town's ordinance under even the intermediate scrutiny that the Court typically applies to "time, place, or manner" speech regulations. Accordingly, there is no need to decide in this case whether strict scrutiny applies to every sign ordinance in every town across this country containing a subject-matter exemption.

I suspect this Court and others will regret the majority's insistence today on answering that question in the affirmative. As the years go by, courts will discover that thousands of towns have such ordinances, many of them "entirely reasonable." *Ante*, at \_\_\_, 192 L. Ed. 2d, at 250. And as the challenges to them mount, courts will have to invalidate one after the other. (This Court may soon find itself a veritable Supreme Board of Sign Review.) And courts will strike down those democratically enacted local laws even though no one--certainly not the majority--has ever explained why the vindication of *First Amendment* values requires that result. Because I see no reason why such an easy case calls for us to cast a constitutional pall on reasonable [\*\*\*48] regulations quite unlike the law before us, I concur only in the judgment.

## REFERENCES

U.S.C.S., *Constitution, Amendment 1*

2 *Antieau on Local Government Law* § 29D.04 (Matthew Bender 2d ed.)

*Moore's Federal Practice* §§101.60, 101.61 (Matthew Bender 3d ed.)

L Ed Digest, Constitutional Law §§936, 971

L Ed Index, Freedom of Speech and Press

135 S. Ct. 2218, \*2239; 192 L. Ed. 2d 236, \*\*259;  
2015 U.S. LEXIS 4061, \*\*\*48; 83 U.S.L.W. 4444

Supreme Court's views as to overbreadth of legislation in connection with *First Amendment* rights. 45 L. Ed. 2d 725.

Comment Note.--What provisions of the *Federal Constitution's Bill of Rights* are applicable to the states.

18 L. Ed. 2d 1388, 23 L. Ed. 2d 985.

The Supreme Court and the right of free speech and press. 93 L. Ed. 1151, 2 L. Ed. 2d 1706, 11 L. Ed. 2d 1116, 16 L. Ed. 2d 1053, 21 L. Ed. 2d 976.



## **Town of Miami Lakes Memorandum**

---

**To:**            **Honorable Mayor and Town Council**

**From:**        **Alex Rey, Town Manager**

**Subject:**     **Comprehensive Plan - Transportation Amendments**

**Date:**         **July 26, 2016**

---

### **Recommendation:**

It is recommended that the Town Council approve the attached ordinance on second reading, and approve transmittal to appropriate review agencies, to amend the Comprehensive Plan to incorporate the results of the Town's recent transportation planning efforts.

### **Background:**

The proposed ordinance would amend the Transportation Element and the Capital Improvements Element of the Comprehensive Plan to incorporate into the Comprehensive Plan the results of the extensive transportation planning efforts undertaken by the Town in the last few years. Since 2013, the Town has completed the Commute Trip Reduction Plan (CTRP) (2013), the Greenways and Trails Master Plan (2014), and Americans with Disabilities Act (ADA) Sidewalk Master Plan (2015) and the Alternative to Concurrency Study (2015), the latter of which recommends replacing the Town's traditional traffic concurrency program with a mobility fee. Additionally, the Town has recently completed an update to its Strategic Plan through a process which identified transportation and mobility issues as the top concern of both the Town's residents and the Town's businesses. Concurrently with development of the Strategic Plan, the Town in July 2015 conducted a Transportation Summit, the results of which, and the transportation planning efforts stemming from it, have led to the development of an extensive set of improvements and initiatives to be included in the Strategic Plan. This includes five major strategies, each of which includes a number of specific actions. The five strategies are: 1) Improve Transit and Pedestrian Mobility; 2) Improve Distribution of Traffic (Spatially and Temporally); 3) Improve East-West Connectivity; 4) Targeted Improvements at Trouble Spots; and, 5) Provide Mobility Alternatives for Intra-Town Trips.

Significantly, the Town Council directed staff to include the development of a complete streets policy and programs into the Strategic Plan and Comprehensive Plan.

Although transportation planning should be a continuous process, it is necessary at this to integrate many of the strategies and initiatives into the Comprehensive Plan, and this proposed ordinance will accomplish that.

The Planning and Zoning Board voted at its April 27, 2016 special meeting to recommend approval of this ordinance.

In accordance with State law, the Town submitted the proposed amendments to the Department of Economic Opportunity and other review agencies following the Council's approval on first reading. The Florida Department of Transportation (FDOT) expressed concerns about the need to have traffic impacts to Strategic Intermodal System (SIS) facilities analyzed as part of Future Land Use Map (FLUM) amendment applications. Staff has proposed minor language changes to address these concerns, and FDOT has confirmed that these changes have addressed their concerns.

**Attachments:**

**Memo Summarizing the 2015 Transportation Summit**

**Resolution 15-1330**

**Ordinance Exhibit 2: New Transportation Map Series**

**Ordinance Exhibit 1: Text Amendments**

**Correspondence with Reviewing Agencies**

**Ordinance - Second Reading**

**ORDINANCE NO. 16-**

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING AMENDMENTS TO THE TRANSPORTATION ELEMENT AND THE CAPITAL IMPROVEMENTS ELEMENT OF THE GOALS, OBJECTIVES AND POLICIES OF THE TOWN OF MIAMI LAKES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND REQUIRED REVIEW AGENCIES FOR REVIEW; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes has recently completed an update to its Strategic Plan; and

**WHEREAS**, the Town's Strategic Plan process showed that transportation and mobility are top concerns of both residents and businesses in the Town; and

**WHEREAS**, the Town of Miami Lakes held a Transportation Summit in July 2015 to develop mobility solutions; and

**WHEREAS**, based on ideas and suggestions generated at the Transportation Summit, the Town of Miami Lakes has undertaken extensive transportation planning efforts; and

**WHEREAS**, the Town of Miami Lakes adopted completed a Commute Trip Reduction Plan (CTRP) in 2013 with recommended transportation demand management (TDM) strategies to address mobility and congestion; and

**WHEREAS**, the Town of Miami Lakes adopted its Greenways and Trails Master Plan in 2014; and

**WHEREAS**, the Town of Miami Lakes completed an Alternative to Concurrency Study in 2015 that recommends a mobility fee to partially address mobility funding needs

and to replace traffic concurrency; and

**WHEREAS**, the Town's transportation planning efforts have resulted in a number of initiatives, polices and specific infrastructure improvements to address mobility issues; and

**WHEREAS**, the Town of Miami Lakes has proposed amendments to the Transportation Element and the Capital Improvements Element of the Town's Comprehensive Plan to incorporate the results of transportation planning efforts into the Comprehensive Plan; and

**WHEREAS**, Section 13-307 of the Town of Miami Lakes Land Development Code ("Town LDC") sets forth the authority of the Town Council to consider and act upon an amendment to the text and maps of the Town Comprehensive Plan, and the criteria it shall consider in rendering its decision; and

**WHEREAS**, the Planning and Zoning Board, in its capacity as the Local Planning Agency, reviewed this Ordinance at its April 27, 2016 meeting and voted to recommend approval; and

**WHEREAS**, after having received input and participation by the public, staff, and the Local Planning Agency at a public hearing, the Town Council wishes to adopt the proposed amendments to the Comprehensive Plan and transmit the adopted amendments to the Florida Department of Economic Opportunity and other units of local government and governmental agencies as required by law for their review; and

**WHEREAS**, the proposed amendments are subject to the Expedited State Review process pursuant to ss. 163.3184, Florida Statutes; and

**WHEREAS**, the Florida Department of Economic Opportunity, other units of local government and governmental agencies as required by law, have reviewed the proposed amendments to the Comprehensive Plan attached to this Ordinance, and the Florida Department of Transportation (FDOT) provided comments for the Town’s consideration; and

**WHEREAS**, the minor revisions have been made to the proposed amendments in order to address comments from the FDOT; and

**WHEREAS**, the Town Council finds the proposed amendments to the Comprehensive Plan as attached to this Ordinance are in compliance with and consistent with Florida law and its Comprehensive Plan; and

**WHEREAS**, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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

**Section 1. Recitals.** Each of the above stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Findings.** In accordance with Section 13-307 of the Town LDC, the Town Council, having considered the testimony and evidence in the record presented by the public, staff, the Administrative Official, and the Local Planning Agency, at a duly noticed public hearing, finds that the proposed text amendments satisfy the applicable criteria contained in Section 13-307 of the Town LDC:

1. Whether the proposal is internally consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

2. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing Comprehensive Plan, and whether such changes support or work against the proposed amendment.
3. 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 neighboring property land use.
4. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.
5. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.
6. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and interest of the Comprehensive Plan.
7. Whether the proposed amendment meets the requirements of Chapter 163.3161 et seq., Florida Statutes.
8. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

**Section 3. Transmittal to the Florida Department of Economic Opportunity.**

The Administrative Official is directed to transmit the adopted amendments, attached as exhibits, to the Florida Department of Economic Opportunity and all other units of local government or governmental agencies required by Section 163.3184, Florida Statutes.

**Section 4. Adoption of Text Amendments.** The Town Council hereby adopts the amendments to the text of the Transportation Element and the Capital Improvements Element, of the Town of Miami Lakes Comprehensive Plan, as attached in EXHIBIT 1, attached hereto and made a part of this Ordinance.<sup>1</sup>

---

<sup>1</sup> Amendments to the text are shown in underline and ~~strikethrough~~ format. Changes since First Reading are shown in double underline and ~~double strikethrough~~.

**Section 5. Adoption of Map Amendments.** The Town Council hereby adopts the amendments to the maps of the Town of Miami Lakes Comprehensive Plan to replace the entire Transportation Element Map Series, with those maps contained in EXHIBIT 2, attached hereto and made a part of this Ordinance.

**Section 6. Inclusion in the Comprehensive Plan.** It is the intention of the Town Council and it is hereby ordained that the amendments to the Comprehensive Plan made by this Ordinance shall become part of the Comprehensive Plan of the Town of Miami Lakes.

**Section 7. 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 8. 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 9. Effective Date.** This Ordinance shall become effective according to the provisions of Section 163.3184, Florida Statutes.

The foregoing Ordinance was offered by Councilmember \_\_\_\_\_, who moved its adoption on first reading with conditions. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote; the vote was as follows:

Mayor Michael A. Pizzi, Jr. \_\_\_\_\_  
Vice-Mayor Tim Daubert \_\_\_\_\_  
Councilmember Manny Cid \_\_\_\_\_

Councilmember Tony Lama \_\_\_\_\_  
Councilmember Frank Mingo \_\_\_\_\_  
Councilmember Ceasar Mestre \_\_\_\_\_  
Councilmember Nelson Rodriguez \_\_\_\_\_

PASSED on first reading this 3rd day of May 2016.

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 Michael A. Pizzi, Jr. \_\_\_\_\_  
Vice-Mayor Tim Daubert \_\_\_\_\_  
Councilmember Manny Cid \_\_\_\_\_  
Councilmember Tony Lama \_\_\_\_\_  
Councilmember Frank Mingo \_\_\_\_\_  
Councilmember Ceasar Mestre \_\_\_\_\_  
Councilmember Nelson Rodriguez \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MICHAEL A. PIZZI, JR.  
MAYOR

ATTEST:

\_\_\_\_\_  
GINA INGUANZO, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR USE ONLY BY THE TOWN OF MIAMI LAKES:

---

RAUL GASTESI  
TOWN ATTORNEY

## Exhibit 1

*The Transportation Element shall be amended as follows:*

### **II. TRANSPORTATION ELEMENT**

**Goal 2:** Development and maintenance of a multimodal transportation system that meets the diverse circulation needs of Miami Lakes in a safe and efficient manner, reduces reliance on single-occupancy vehicles and protects the quality of life for all residents.

**Objective 2.1:** ~~ROADWAY~~ MOBILITY SYSTEM PLANNING AND IMPROVEMENT

Development of a safe, convenient, effective and sustainable~~energy-efficient roadway~~ transportation network and support infrastructure that supports multimodal mobility throughout Miami Lakes operating at or above the adopted level of service.

*Measurement:* Progress toward achieving the infrastructure improvements in Table 2-1 Annual update of Town transportation capital project needs.

**Policy 2.1.1:** ~~Incorporate the capital improvement projects recommended in the Data and Analysis Support component to this Element to maintain adopted roadway level of service into the 5-year Schedule of Capital Improvements (SCI) contained in the Capital Improvements Element based on priority of need and availability of fiscal resources, and annually update the transportation portion of the SCI to address changing future roadway needs and enhancements. Pursue the mobility improvements identified in Table 2-1, and incorporate these improvements into the 5-year Schedule of Capital Improvements (SCI) contined in the Capital Improvements Element at appropriate times as priority of timing of these improvements is refined.~~

**Policy 2.1.2:** The Town shall make transportation planning a continuous process, and shall reflect changes by updating the Transportation Element. Update the Transportation Master Plan for the Town on a regular basis, with efforts being directed toward maintaining and enhancing local mobility and community character. This Plan will seek to establish strategies to accommodate local mobility needs while enhancing the character of the

~~community and improving the quality of life for residents by providing viable alternatives to the automobile.~~

**Policy 2.1.3:** ~~Coordinate with the Miami-Dade County Public Works Department, Miami-Dade County MPO, the Miami-Dade Expressway Authority, the Miami-Dade County School Board, and FDOT and other agencies and partners as appropriate to solve transportation and mobility issues fund traffic congestion improvement studies as needed throughout the Town.~~

**Policy 2.1.4:** ~~Establish strategies to encourage local traffic to use alternatives to the Florida Intrastate Highway System to protect its interregional and intrastate functions. The Town shall include as a primary factor in planning the future street network the need to increase connectivity, specifically including between the east and west sides of Miami Lakes, and provide as many different route options as possible for moving between places.~~

**Policy 2.1.5:** Continue to provide appropriate controls, through the Land Development Code, of the connections and access points of driveways and local collectors with major collectors and all arterial roadways.

**Policy 2.1.6:** Through its Land Development Code and development review process, the Town ~~will continue to~~ shall ensure safe and convenient on-site pedestrian, bicycle and automobile circulation traffic flow, and ~~require developers to provide necessary motorized and non-motorized vehicle parking.~~

**Policy 2.1.7:** ~~The Town shall work with the Miami-Dade Expressway Authority (MDX), Miami-Dade MPO and other appropriate agencies and partners to pursue new interchanges with the Gratigny Expressway at NW 67<sup>th</sup> Avenue and NW 87<sup>th</sup> Avenue.~~

**Policy 2.1.8:** ~~In-lieu of traditional transportation concurrency, the Town shall mitigate the mobility impacts of development and redevelopment, and provide a portion of funding needed to implement the improvements identified in the Element, through a mobility fee.~~

**Objective 2.2: ROADWAY MULTIMODAL LEVELS-OF-SERVICE**

~~**Achieve**~~ ~~Maintain~~ the adopted levels-of-service for vehicular, bicycle, pedestrian and transit modes ~~all arterial, collector and local roads in Miami Lakes.~~

***Measurement: Progress toward achieving the adopted levels of service***  
~~***Number of traffic impact studies submitted annually by development review applicants.***~~

**Policy 2.2.1:** Monitor, coordinate and regulate, if necessary, the timing of development, construction of roadway improvements and implementation of other transportation programs to maintain the following roadway level-of-service (LOS) standards for all roadways within or bordering the Town: For purposes of capital improvements planning, the Town hereby adopts the following vehicular level of service (LOS) standards:

\* ***East of Palmetto Expressway (inside urban infill area):*** All roads must operate at LOS "E" (100% of capacity at peak hour) or better, on an areawide basis except where mass transit service having headways of 20 minutes or less is provided within ½ mile distance, then a road shall operate at no greater than 120% of its capacity at peak hour. Where extraordinary transit service such as commuter rail or express bus service exists, parallel roads within ½ mile shall operate at no greater than 150% of their capacity at peak hour.

\* ***West of Palmetto Expressway (outside urban infill area):*** Major roadways must operate at LOS D (90% of capacity at peak hour) or better, except State urban Minor arterial roads which may operate at LOS "E" (100% of capacity at peak hour) or above. Where mass transit service having headways of 20 minutes or less is provided within ½ mile distance, then a road shall operate at or above LOS E at peak hour. When extraordinary transit service such as commuter rail or express bus service exists, parallel roads within ½ mile shall operate at no greater than 120% of their capacity at peak hour.

\* ***SIS Roadways:*** The following is the Florida Department of Transportation's LOS standard as outlined in FDOT Systems Planning Topic No. 525-000-006a: "It is the Department's intent to plan, design, and operate the SHS at a generally acceptable LOS for the traveling public. LOS standards for the automobile mode on the SHS during the peak hour(s) are "D" in urbanized areas and "C" outside urbanized areas. LOS standards represent goals for Department and other entities to achieve and maintain. No specific LOS standards are established for other highway modes (e.g. bus, pedestrian, bicycle)."

**Policy 2.2.2:** All applicants ~~(except those involving five single homes or less)~~ for Future Land Use Map (FLUM) amendments or other comprehensive plan amendments that would change development rights for specific properties,

~~rezonings and/or site plan approvals are required to provide a mobility traffic impact analysis study, utilizing professionally acceptable methodologies to demonstrate how the amendment will impact the Town's goal, objectives and policies of this element, prepared by a registered traffic engineer, as part of the development review process to show how the adopted LOS on area roadways will be maintained. Additionally, the mobility analysis study shall include a traffic analysis sufficient to determine if the proposed amendment would significantly affect one or more SIS facilities, including interchanges where applicable. Where it is determined that there would be significant impact to one or more SIS facilities, a more detailed traffic analysis shall be required, as well as coordination with any affected agency for mitigation of those impacts.~~

**Policy 2.2.3:** ~~For purposes of capital improvements planning, the Town hereby adopts the following bicycle level of service standard: by 2030, the infrastructure identified on the Greenways and Trails Map (Map TE-7) shall be fully implemented. Fully implement the provisions of the September 2013 Commute Trip Reduction Plan (CTRP), including its Transportation Demand Management (TDM) and transit recommendations.~~

**Policy 2.2.4:** ~~The Town will address roadway LOS deficiencies by requiring new development and redevelopment to build or pay for the construction of traffic improvements along Town roads that are necessary to maintain the adopted transportation LOS standards, and coordinating with Miami Dade County and the State to correct the roadway LOS deficiencies that occur on non-Town roadways. For purposes of capital improvements planning, the Town hereby adopts the following pedestrian level of service standards:~~

~~\* ***Sidewalk Coverage:*** By 2030, all arterials (except limited access expressways) and collectors, and all streets in the area designated Town Center Mixed-Use (TCMU) on the Future Land Use Map, shall have sidewalks at least eight feet wide on both sides of the street, or shall have a path at least ten feet wide separated from the vehicle lanes by a curb and/or swale. All public local streets, and private local streets built hereafter that are required to be built to Town standards for public streets, shall have sidewalks at least six feet wide on both sides of the street.~~

~~\* ***Detached sidewalks:*** By 2030, 90 percent of all lineal street footage in Miami Lakes (excluding limited access expressways and ramps thereto) shall include sidewalks separated from the vehicle lanes by a swale/street tree planting area with appropriate street trees.~~

\* **Accessibility:** By 2030, all sidewalks, crosswalks and similar pedestrian facilities in rights-of-way controlled by the Town shall be compliant with Americans with Disabilities Act (ADA) standards.

- Policy 2.2.5:** For purposes of capital improvements planning, the Town hereby adopts the following transit level of service standard: the Town’s Moover transit circulator system shall have scheduled headways of no greater than 25 minutes, and shall maintain 85 percent on-schedule stop performance. The Town, in cooperation with other public and private agencies, will use one or more of the following strategies, when feasible, to encourage local traffic to use alternatives to the SIS:
- ~~a. Work with the Miami Dade County MPO to coordinate a corridor study on NW 154<sup>th</sup> Street, near the Palmetto Expressway, to identify potential operational solutions near the major congestion point.~~
  - ~~b. Work with Miami Dade County, adjacent landowners and other appropriate parties to ensure the intended multi-modal nature of the new section of NW 87<sup>th</sup> Avenue north of NW 154<sup>th</sup> Street is implemented fully.~~
  - ~~c. Support and coordinate with Miami Dade County in the design and building of enhancements (widening) of NW 154<sup>th</sup> Street to relieve congestion along the roadway, particularly between NW 82<sup>nd</sup> Avenue and NW 89<sup>th</sup> Avenue.~~
  - ~~d. Maintain and improve the Miami Lakes Moover local bus circulator system through improvements in routes and scheduling, implementation of GPS technology and creative marketing techniques to increase ridership.~~
  - ~~e. Limit or eliminate the gating of local streets, thereby protecting the Town’s grid street network.~~
  - ~~f. Look at traffic control enforcement tools intended to keep signalized intersections clear during all phases of the signal.~~
  - ~~g. Formally designate all or a portion of Miami Lakes as a Transportation Management Area (TMA) as one means to mitigate peak-hour traffic impacts through programs stressing demand-side strategies such as increased transit service, van pooling, flexible work hours or ridesharing programs are implemented to off-set poor level of service conditions.~~
  - ~~h. Work with the Miami Dade Transit Agency to study existing transit routes within the Town and determine the feasibility of improving service time (i.e. shorter headways) and/or the feasibility of introducing new service along heavily traveled corridors within Miami Lakes.~~

- ~~i. Create a transportation master plan for Miami Lakes to improve the quality of life for residents by providing viable alternatives to the automobile.~~
- ~~j. Improvements to roadways within the Town to include bicycle facilities that could encourage bicycling as a viable alternative to the automobile for trips up to one mile in length.~~

**Policy 2.2.6:** ~~In order to increase the vehicle capacity and speed characteristics of NW 57<sup>th</sup> Avenue, the Town will explore opportunities to reduce the number of signalized intersections along NW 57<sup>th</sup> Avenue, including working in partnership with Miami-Dade County, the FDOT and the City of Miami Gardens. Analyze the current traffic concurrency determination methodology utilized by the Town, and consider appropriate modifications to enhance the accuracy and effectiveness of the methodology, as well as consider alternative methods to evaluate transportation impacts of development that take greater consideration of infrastructure related to means of transportation other than the automobile.~~

**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 ~~ultimate roadway~~ widths for maintenance of ~~adopted level of service standards~~ infrastructure identified in this Comprehensive Plan, consistent with this element, the 2025 Miami-Dade County MPO Long Range Transportation Plan and the Land Development Code (LDC).~~

~~*Measurement: Amount of right-of-way, easements and other necessary rights acquired for the purpose of mobility infrastructure. Number of zoning, site plan and plat reviews for required setbacks and right of way reservation.*~~

~~*Measurement: Number of right of way permits issued annually.*~~

**Policy 2.3.1:** ~~Ensure all new construction and redevelopment projects comply with required setbacks through diligent zoning and site plan review, subject to legally-approved variances, and require dedication of rights of way consistent with Town, County and MPO requirements.~~

**Policy 2.3.2:** ~~Require all property owners and/or contractors, the Florida Department of Transportation, and Miami-Dade County to submit a permit application that will be reviewed and approved by the Town, prior to commencement of any work within road rights-of-way.~~

**Policy 2.3.3** All new development, and all redevelopment to an extent that that all site improvements are required to brought into full compliance according to the Land Development Code, shall be required to dedicate any right-of-way or easement necessary to accommodate mobility infrastructure and other planned right-of-way features (including, but not limited to, sidewalks, greenways, trails, swales, landscaping, vehicle lanes, medians, street furniture, bus stop and other transit infrastructure), prior to issuance of a permit authorizing such work. Mobility infrastructure and planned right-of-way features shall include any specifically included in the Comprehensive Plan, or plans, designs, guidelines or standards adopted pursuant to one or more of the policies of the Comprehensive Plan.

**Objective 2.4: ROAD AND STREETSCAPE DESIGN COMPLETE STREETS**

Development of a street system designed to fulfill the civic, social and mobility roles of each street, including providing infrastructure to promote and encourage all modes of transportation, and reduce reliance on single occupant vehicles. ~~Maintain and enhance the landscape, open space and built features of Miami Lakes roadway and street corridors, to positively inform visitors of their presence in Miami Lakes, and reflect the unique and pleasing aesthetic qualities of the Town.~~

*Measurement: Modal split of trips in Miami Lakes.*

**Policy 2.4.1:** The Town shall pursue a policy of Complete Streets, including designing new streets and improvements to existing streets and rights-of-way that fulfill the civic, social and mobility functions of each street, and accommodate all modes of transportation (i.e. walking, bicycling, transit, ride-sharing and private automobile). ~~Prepare design regulations for Town roadways and streets, consistent with the Community Design Element in this Plan and the future Miami Lakes Community Design Manual, and incorporate them into the Land Development Code by December 2004.~~

**Policy 2.4.2:** The Town shall pursue the development and publication of a Complete Streets Design Manual by 2018, which shall include typical cross-sections, designs and standards for the different types of streets in Miami Lakes. This document shall take account of the policies in the Comprehensive Plan, any neighborhood or other similar planning efforts, the Beautification Master Plan, the Greenways and Trails Master Plan, existing planned capital improvements, land use context (both existing and planned) and other such

relevant factors to develop appropriate standards. The Town Code shall be amended as necessary to implement the Complete Streets Design Manual. All future arterial and major collector roads will adhere to the conceptual design guidelines as presented in the Community Design Element of the Comprehensive Plan.

**Policy 2.4.3:** Design an entry identification monument for the Maintain entry features to the Town and place it at primary roadway entry points into Miami Lakes.

**Policy 2.4.4:** Whenever possible, street designs should include a swale/street tree planting area, planted with appropriate street trees, between the vehicle lanes and the sidewalk, and where there are more than two total through lanes, a grass and landscaped median should be included.

**Policy 2.4.5:** With the exception of limited access expressways, all new street construction, and improvements and reconstruction of existing streets, must be designed such that lane widths when finished are no greater than ten feet.

**Policy 2.4.6:** The Complete Streets Design Manual pursuant to Policy 2.4.2 shall consider the Beautification Master Plan and other plans for the aesthetic enhancement of the Town's streets and other public and semi-public spaces.

**Policy 2.4.7:** New developments or redevelopment in which internal streets are proposed (whether public or private) shall implement the Town's complete street design standards.

**Policy 2.4.8:** The Town shall utilize crowd-sourcing and other innovative reconnaissance methods to help identify "incomplete streets" and opportunities to integrate multi-modal infrastructure on existing streets.

**Policy 2.4.9:** The Town shall pursue the use of adaptive traffic signal technology at appropriate corridors and intersections, including by 2018 NW 154<sup>th</sup> Street west of the Palmetto Expressway. When utilized, adaptive traffic signals shall consider multimodal mobility, and shall account for the needs of transit vehicles, pedestrians and bicyclists.

**Objective 2.5: TRANSIT SERVICE**

**Double the share of trips in Miami Lakes via transit between 2015 and 2030. Provide efficient public transportation services throughout Miami Lakes and smooth inter-connection of those services with the regional**

~~transit system based upon major trip generators and attractors, safe and convenient transit terminals and stops, land use patterns and accommodation of the special needs of the transportation of disadvantaged persons.~~

*Measurement: Ridership of the Miami Lakes Moover bus circulator system.*

*Measurement: Number of boardings and alightings of Miami-Dade Transit routes at stops in Miami Lakes.*

*Measurement: Changes in the modal split of trips over time in Miami Lakes, as measured in the decennial Census, the American Community Survey and other relevant statistics on resident and commuters in Miami Lakes.*

- Policy 2.5.1:** Maintain and improve the Miami Lakes Moover local bus circulator system through improvements in routes and scheduling, implementation of GPS technology and creative marketing techniques to increase ridership.
- Policy 2.5.2:** Coordinate with the Miami-Dade County Transit Agency and MPO to assess the feasibility of establishing frequent transit service between ~~the new Medley Metrorail Stations~~ and other premium transit, and commercial and industrial areas of Miami Lakes, possibly including the establishment of a centrally located park-n-ride lot in the Town. If feasible and acceptable to the Town, continue working with the transit agencies to implement the new service.
- Policy 2.5.3:** ~~As future development and redevelopment occurs in west Miami Lakes,~~ eCoordinate with the Miami-Dade County Transit Agency in land use planning and development review decisions to ensure that adequate transit service will be provided as development and redevelopment projects build-out.
- Policy 2.5.4:** An assessment of transit service impacts and needs will be included in all development review applications requesting comprehensive plan amendments, rezonings and site plan approval.
- Policy 2.5.5:** Consider development of a park-and-ride and one or more intermodal transportation nodes within the Town.
- Policy 2.5.6:** ~~Through coordination with the Miami-Dade County Transit Agency,~~ eEstablish annual quantifiable indicators to measure improvement in overall mobility in Miami Lakes. Factors to be measured may include modal split,

annual transit trips per capita, automobile occupancy rates, and other relevant indicators.

**Policy 2.5.7:** Work with the School Board to improve transportation systems, ~~including traffic congestion,~~ including transit, bikeways and sidewalks, within a 2-mile radius of all schools located in Miami Lakes.

**Policy 2.5.8:** The Town shall encourage future land uses that promote public transportation in the Town Center and other commercial/industrial areas.

**Policy 2.5.9:** ~~The Town will coordinate with Miami-Dade County Transit Agency to ensure that their minimum level of service standards are maintained within the Town.~~ The Town will pursue installation of queue jumps at key locations in the Town, in order to enhance transit service by helping to keep buses on schedule.

**Policy 2.5.10:** The Town shall work to enhance transit stops within the Town, including the addition of benches and shelters, based upon the locations with the highest existing and potential use.

**Policy 2.5.11:** Through the site plan review process, ensure that the highest densities and intensities of uses on each site are concentrated so as to encourage use of transit and other alternative travel modes, such as concentration near major intersections or commercial areas, and provision of pedestrian connections between existing and potential concentrations of residents and employment to transit stops and commercial areas.

**Policy 2.5.12:** Work with the Miami-Dade Transit Agency to study existing transit routes within the Town and determine the feasibility of improving service time (i.e. shorter headways).

**Policy 2.5.13:** If ridesharing is legalized by Miami-Dade County, explore the feasibility of using ridesharing services as “feeder” systems for transit services in Miami Lakes, thereby potentially reducing diversion of transit routes from main routes and increasing frequency.

**Policy 2.5.14:** ~~If ridesharing is legalized by Miami-Dade County, e~~Explore the feasibility of using subsidized ridesharing as a replacement of the Town’s current on-demand transportation service, to determine if an equal or greater number of persons can be served at greater cost efficiency.

**Objective 2.6: BICYCLE AND PEDESTRIAN CIRCULATION**

**Maintain and enhance the pedestrian and bicycle system within the Town to provide easy access to all areas of Miami Lakes for walkers, runners and bicyclists, in a safe and efficient manner.**

*Measurement: Amount of grant money received for implementation of bicycle and pedestrian enhancements.*

*Measurement: Complete sidewalk network for Town by year 20320.*

**Policy 2.6.1:** The area designated as Town Center Mixed-Use (TCMU) on the Future Land Use Map shall be a pedestrian-oriented area. Development regulations shall be aimed to create a walkable environment, including pedestrian oriented streetscape, buildings near to the street edge, methods to reduce overall parking requirements in order to limit aggregate parking supply, and similar regulatory strategies. Continue to implement the Town's sidewalk improvement program to provide a complete and inter-connected sidewalk network throughout the Town.

**Policy 2.6.2:** By 2019, ¶the Town shall improve pedestrian connectivity across NW 67<sup>th</sup> Avenue/Ludlam Road within the TCMU area by reducing vehicle lane widths of NW 67<sup>th</sup> Avenue within the TCMU area to 10 feet (in order to reduce pedestrian crossing distances and reduce automobile speeds on NW 67<sup>th</sup> Avenue during non-peak traffic times) and by establishing at least two additional sanctioned pedestrian crossings (besides at Main Street). As part of the Greenways and Trails Master Plan, analyze the existing bicycle circulation system in Miami Lakes and develop a capital improvement program to improve the current facilities, extend the system to unserved areas within the Town and inter-connect with the regional bikeway system. As part of the study, assess whether bikeways should be placed in pavement adjacent to vehicular travel lanes or should be separated from vehicular travel lanes by a buffer.

**Policy 2.6.3:** Review the land development code and, if appropriate, identify amendments to provide enhanced bikeway and sidewalk facilities from private development projects, and on-site bicycle parking facilities at all multi-family, commercial and industrial sites which are redeveloped or newly developed.

**Policy 2.6.4:** By 2018, ¶the Land Development Code shall include incentives for providing bicycle parking on sites directly adjacent to designated off-road greenway

and trail facilities, such as reduced vehicular parking requirements. Review existing parking standards and, if appropriate, consider new standards that provide for space reduction and/or credit for those developments that provide bicycle facilities.

**Policy 2.6.5:** Seek enhancement grants from all appropriate and through the MPO, FDOT and other available sources to fund implementation of the bicycle and pedestrian improvements identified in this Element in Miami Lakes.

**Policy 2.6.6:** Work with public, private and nonprofit partners the MPO/State Bicycle and Pedestrian Coordinator to promote public education of the benefits of walking and bicycling through distribution of information available on-line and printed materials.

**Policy 2.6.7:** Implement, by 2030, the greenway and trails, bicycle, pedestrian and other improvements as indicated on Maps TE-7 And TE-8 recommendations of the Miami Lakes Greenways and Trails Master Plan.

**Policy 2.6.8:** All development and substantial redevelopment shall include constructing, reconstructing or repairing, as necessary, sidewalks on rights-of-way abutting the development/redevelopment site. If necessary, any required improvements shall include widening the sidewalk consistent with that required by this Element for the street in question. If necessary, a right-of-way or easement dedication shall be required, consistent with Policy 2.3.3. The Land Development Code shall be amended by 2017 to implement this policy.

**Policy 2.6.9:** When supported by appropriate analysis, conditions may be imposed on applications for conditional uses and variances as mitigation for transportation impacts, including but not limited to constructing, reconstructing or repairing sidewalks abutting the site, striping bicycle lanes abutting the site, installing pedestrian street crossing facilities, installing street trees, etc., even where the extent of proposed physical improvements (if any) would not otherwise trigger requirements to bring site improvements into conformance with the current requirements of the Land Development Code.

**Policy 2.6.10:** The Town shall pursue development of a non-motorized mobility corridor between the western end of the Town and the portion of the City of Hialeah to the west of I-75, by means of the existing NW 154<sup>th</sup> Street right-of-way bridge over I-75. Such corridor shall remain closed to automobile traffic.

**Objective 2.7: INTERGOVERNMENTAL COORDINATION**

Coordinate the Town's Transportation Element and Roadway Capital Improvement Program with Miami-Dade County, the Miami-Dade County School District, MPO, MDX, and FDOT and other appropriate agencies and organizations to ensure project and improvement consistency with regional and statewide plans and programs.

~~*Measurement: Annual number of state or county transportation projects within Miami Lakes reviewed for consistency with the Town's Transportation Element. Degree of consistency between the Town's Transportation Element and the MPO Long Range Transportation Plan.*~~

~~*Measurement: Regular attendance at monthly MPO Board and committee meetings by Town staff.*~~

**Policy 2.7.1:** Transmit the Town's Transportation Element of the Comprehensive Plan to all affected agencies ~~Miami-Dade County, Miami-Dade County MPO and FDOT District VI~~ upon plan adoption.

**Policy 2.7.2:** Review state and county ~~read~~ transportation and mobility improvement projects within the Town to ensure compatibility with the goals, objectives and policies of this element.

**Policy 2.7.3:** Prepare and submit transportation grant proposals to all appropriate and available sources ~~the MPO and/or FDOT~~ for qualified projects in Miami Lakes when applicable grant programs are available.

**Objective 2.8: ~~INTERNAL CONSISTENCY WITH OTHER PLAN ELEMENTS~~ CONGESTION REDUCTION**

~~Take targeted actions to ease traffic congestion and make the most efficient use of the existing vehicle transportation network. Coordinate the Town's transportation system with the other Elements contained in this Comprehensive Plan to ensure that the system is adequate to serve the planned population densities, housing and employment patterns, and future land uses at or above the adopted level of service standards.~~

~~*Measurement: Annual assessment of future roadway conditions and development of alternative improvements to maintain and enhance LOS. Change in peak hour vehicular levels of service (LOS).*~~

**Policy 2.8.1:** The Town shall prioritize targeted vehicular traffic infrastructure improvements that can be implemented relatively quickly to reduce vehicular congestion at trouble spots. Such priority projects include, but are not necessarily limited to:

- a) a “slip ramp” creating a direct connection from northbound NW 77<sup>th</sup> Court to the Palmetto Express southbound, adjacent to NW 154<sup>th</sup> Street but not mixing with other NW 154<sup>th</sup> Street traffic;
- b) Lengthen the existing right turn lane from northbound NW 77<sup>th</sup> Court to eastbound NW 154<sup>th</sup> Street;
- c) On northbound NW 67<sup>th</sup> Avenue at NW 167<sup>th</sup> Street, convert the existing right turn lane into a northbound through lane, and adding a new right turn lane (from NW 67<sup>th</sup> Avenue to NW 167<sup>th</sup> Street); and,
- d) Install adaptive traffic signals on the NW 154<sup>th</sup> Street corridor west of the Palmetto Expressway by 2018.

~~Utilize the Future Land Use Map, Zoning Map and approved development orders to annually project future traffic volumes in the Town and evaluate alternatives to maintain adopted levels of service on arterial and collector roads, in coordination with the Miami-Dade County MPO and FDOT.~~

**Policy 2.8.2:** Fully implement the provisions of the September 2013 Commute Trip Reduction Plan (CTRP), including its Transportation Demand Management (TDM) and transit recommendations.

**Policy 2.8.3:** Limit or eliminate the gating of local streets, thereby increasing connectivity.

**Policy 2.8.4:** Use traffic enforcement tools to keep signalized intersections clear during all phases of the signal.

**Policy 2.8.5:** Work with the Miami-Dade School Board to adjust school start and dismissal times to lessen the impact of school traffic on peak hour congestion.

**Policy 2.8.6:** Work with the Miami-Dade School Board to encourage alternative means of transportation to school, including awareness of the Moover and other transit options, and walking and bicycling to school.

Add new Table 2-1:

**Table 2-1: Planned Mobility Improvement Projects**

<u>Study</u>	<u>Project Description</u>	<u>Location</u>	<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Cost Estimate</u>	<u>Existing Outside Funding</u>	<u>Potential Outside Funding</u>	<u>Town Cost</u>	<u>Quantity</u>	<u>Unit</u>	<u>Comment</u>
<b>Miami Lakes Greenways and Trails Master Plan 2014</b>	<u>Bike Lane Only</u>	<u>NW 158th St</u>	<u>NW 158th Street</u>	<u>NW 59th Avenue</u>	<u>NW 57th Avenue</u>	<u>\$5,000.00</u>	-	<u>\$2,500.00</u>	<u>\$2,500.00</u>	<u>0.26</u>	<u>Miles</u>	-
	<u>Bike Lane plus Sidewalk - Add Bike lanes (w/o drainage/curb alterations) plus sidewalk to east and west sides of road (2 sides)</u>	<u>NW 60th Ave</u>	<u>NW 60th Avenue</u>	<u>Miami Lakes Drive</u>	<u>NW 138th Street</u>	<u>\$450,000.00</u>	-	<u>\$225,000.00</u>	<u>\$225,000.00</u>	<u>0.77</u>	<u>Miles</u>	-
	<u>Bike Lane plus Sidewalk - Add Bike lanes (w/o drainage/curb alterations) plus sidewalk to north side of road (1 side)</u>	<u>NW 163rd St</u>	<u>NW 163rd Street</u>	<u>NW 58th Avenue</u>	<u>NW 57th Avenue</u>	<u>\$85,800.00</u>	-	<u>\$45,000.00</u>	<u>\$40,800.00</u>	<u>0.26</u>	<u>Miles</u>	-
	<u>Bike Lane plus Sidewalk - Add Bike lanes (w/o drainage/curb alterations) plus sidewalk to north side of road (1 side)</u>	<u>NW 59th Ave</u>	<u>NW 59th Avenue</u>	<u>NW 158th Street</u>	<u>NW 167 Street</u>	<u>\$125,000.00</u>	-	<u>\$65,000.00</u>	<u>\$60,000.00</u>	<u>0.38</u>	<u>Miles</u>	-
	<u>On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows</u>	<u>Big Cypress Dr</u>	<u>Big Cypress Drive</u>	<u>Twin Sabal Drive</u>	<u>S. Miami Lakeway</u>	<u>\$52,000.00</u>	-	<u>\$26,000.00</u>	<u>\$26,000.00</u>	<u>0.52</u>	<u>Miles</u>	-
	<u>On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows</u>	<u>Commerce Way/Oak Lane</u>	<u>Commerce Way/Oak Lane</u>	<u>NW 87th Avenue</u>	<u>NW 79th Court</u>	<u>\$11,900.00</u>	-	<u>\$6,000.00</u>	<u>\$5,900.00</u>	<u>11.9</u>	<u>Miles</u>	-
	<u>On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows</u>	<u>NW 146th Ter</u>	<u>NW 146th Terrace</u>	<u>NW 92nd Avenue</u>	<u>NW 89th Avenue</u>	<u>\$2,100.00</u>	-	<u>\$1,000.00</u>	<u>\$1,100.00</u>	<u>0.21</u>	<u>Miles</u>	-
	<u>On-Street Striping and Sign Improvements - Pavement markings and signing improvements; Add Bike Sharrows</u>	<u>NW 149th Ter</u>	<u>NW 149th Terrace</u>	<u>NW 92nd Avenue</u>	<u>NW 87th Avenue</u>	<u>\$5,000.00</u>	-	<u>\$2,000.00</u>	<u>\$3,000.00</u>	<u>0.49</u>	<u>Miles</u>	-

	<b>On-Street Striping and Sign Improvements</b> - Pavement markings and signing improvements; Add Bike Sharrows	<u>NW 153rd Ter</u>	<u>NW 153rd Terrace</u>	<u>NW 92nd Avenue</u>	<u>NW 89th Avenue</u>	<u>\$2,500.00</u>	-	<u>\$1,500.00</u>	<u>\$1,000.00</u>	<u>0.25</u>	<u>Miles</u>	-
	<b>On-Street Striping and Sign Improvements</b> - Pavement markings and signing improvements; Add Bike Sharrows	<u>NW 79th Court</u>	<u>NW 79th Court</u>	<u>Oak Lane</u>	<u>NW 154th Street</u>	<u>\$3,000.00</u>	-	<u>\$1,500.00</u>	<u>\$1,500.00</u>	<u>0.3</u>	<u>Miles</u>	-
	<b>On-Street Striping and Sign Improvements</b> - Pavement markings and signing improvements; Add Bike Sharrows	<u>NW 80th Ave</u>	<u>NW 80th Avenue</u>	<u>NW 77th Court/Palmetto Frontage Road</u>	<u>Commerce Way/Oak Lane</u>	<u>\$15,000.00</u>	-	<u>\$7,000.00</u>	<u>\$8,000.00</u>	<u>0.15</u>	<u>Miles</u>	-
	<b>On-Street Striping and Sign Improvements</b> - Pavement markings and signing improvements; Add Bike Sharrows	<u>NW 92nd Ave</u>	<u>NW 92nd Avenue</u>	<u>NW 146th Terrace</u>	<u>NW 153rd Terrace</u>	<u>\$4,500.00</u>	-	<u>\$2,000.00</u>	<u>\$2,500.00</u>	<u>0.45</u>	<u>Miles</u>	-
	<b>On-Street Striping and Sign Improvements</b> - Pavement markings and signing improvements; Add Bike Sharrows	<u>Twin Sabal/Sabal/Leaning Pine Drive</u>	<u>Twin Sabal/Sabal/Leaning Pine Drive</u>	<u>Big Cypress Drive</u>	<u>Bamboo Street</u>	<u>\$6,400.00</u>	-	<u>\$3,000.00</u>	<u>\$3,400.00</u>	<u>0.64</u>	<u>Miles</u>	-
	<b>On-Street Striping and Sign Improvements Plus Sidewalk</b> - Pavement Markings and signing improvements; Add Bike Sharrows plus add sidewalk on south side	<u>W 142nd Street</u>	<u>NW 142nd Street</u>	<u>NW 60th Avenue</u>	<u>NW 57th Avenue</u>	<u>\$98,800.00</u>	-	<u>\$50,000.00</u>	<u>\$48,800.00</u>	<u>0.38</u>	<u>Miles</u>	-
	<b>On-Street Striping and Sign Improvements plus Traffic Calming</b> - Pavement markings and signing improvements; Add Bike Sharrows plus traffic calming along corridor	<u>NW 146th Street</u>	<u>NW 146th Street</u>	<u>NW 89th Avenue</u>	<u>NW 87th Avenue</u>	<u>\$8,000.00</u>	-	<u>\$4,000.00</u>	<u>\$4,000.00</u>	<u>0.38</u>	<u>Miles</u>	-
	<b>On-Street Striping and Sign Improvements plus Traffic Calming</b> - Pavement markings and signing improvements; Add Bike Sharrows plus traffic calming along corridor	<u>NW 89th Avenue Palmetto</u>	<u>NW 89th Avenue Palmetto</u>	<u>Frontage Road</u>	<u>NW 154th Street</u>	<u>\$18,000.00</u>	-	<u>\$9,000.00</u>	<u>\$9,000.00</u>	<u>0.88</u>	<u>Miles</u>	-
	<b>Add Path (Off-Street - Along Street)</b>	<u>NW 154th Street</u>	<u>NW 154th Street</u>	<u>NW 89th Avenue</u>	<u>NW 87th Avenue</u>	<u>\$62,500.00</u>	-	<u>\$30,000.00</u>	<u>\$32,500.00</u>	<u>0.25</u>	<u>Miles</u>	-

	<u>Add Path (Off-Street - Along Street)</u>	<u>NW 162nd Street</u>	<u>NW 162nd Street</u>	<u>NW 87th Avenue</u>	<u>NW 82nd Avenue</u>	<u>\$125,000.00</u>	-	<u>\$65,000.00</u>	<u>\$60,000.00</u>	<u>0.5</u>	<u>Miles</u>	-
	<u>Add Path (Off-Street - Along Street)</u>	<u>NW 77th Avenue/NW 167th Street</u>	<u>NW 77th Avenue/NW 167th Street</u>	<u>Miami Lakes Drive</u>	<u>NW 57th Avenue</u>	<u>\$320,000.00</u>	-	<u>\$160,000.00</u>	<u>\$160,000.00</u>	<u>2.56</u>	<u>Miles</u>	-
	<u>Add Shared-Use Path (Off-Street - Along Canal)</u>	<u>Canal/NW 139th Street</u>	<u>Canal/NW 139th Street</u>	<u>NW 60th Avenue</u>	<u>NW 142nd Street</u>	<u>\$285,000.00</u>	-	<u>\$145,000.00</u>	<u>\$140,000.00</u>	<u>0.57</u>	<u>Miles</u>	-
	<u>Add Shared-Use Path (Off-Street - Along Canal)</u>	<u>Canal/NW 170th Street</u>	<u>Canal/NW 170th Street</u>	<u>West of NW 89th Avenue</u>	<u>NW 89th Avenue</u>	<u>\$130,000.00</u>	-	<u>\$65,000.00</u>	<u>\$65,000.00</u>	<u>0.26</u>	<u>Miles</u>	-
	<u>Add Shared-Use Path (Off-Street - Along Canal)</u>	<u>Canal/NW 77th Court (North of NW 154th Street)</u>	<u>Canal/NW 77th Court (North of NW 154th Street)</u>	<u>NW 154th Street</u>	<u>NW 76th Place</u>	<u>\$365,000.00</u>	<u>\$200,000.00</u>	<u>\$165,000.00</u>	<u>\$0.00</u>	<u>0.73</u>	<u>Miles</u>	-
	<u>Add Shared-Use Path (Off-Street - Along Canal)</u>	<u>Canal/NW 77th Court (South of NW 154th Street)</u>	<u>Canal/NW 77th Court (South of NW 154th Street)</u>	<u>West of NW 89th Avenue</u>	<u>NW 154th Street</u>	<u>\$1,060,000.00</u>	<u>\$600,000.00</u>	-	<u>\$460,000.00</u>	<u>2.12</u>	<u>Miles</u>	<u>2014 TAP Application Funding - construction only FM# 436618-1</u>
	<u>Add Shared-Use Path (Off-Street - Along Canal)</u>	<u>Canal/South of Bamboo Street</u>	<u>Canal/South of Bamboo Street</u>	<u>Bamboo Street</u>	<u>NW 67th Avenue</u>	<u>\$300,000.00</u>	-	<u>\$150,000.00</u>	<u>\$150,000.00</u>	<u>0.6</u>	<u>Miles</u>	-
	<u>Intersection Corner and Sign Improvements - Corner improvements including widening the curb ramp to be the width of the path and to add signage to mark off paths as bike routes</u>	<u>Miami Lakes Drive</u>	<u>Miami Lakes Drive</u>	<u>NW 89th Avenue</u>	<u>NW 57th Avenue</u>	<u>\$1,025,000.00</u>	-	<u>\$525,000.00</u>	<u>\$500,000.00</u>	<u>41</u>	<u>Each</u>	-
	<u>Intersection Corner and Sign Improvements - Corner improvements including widening the curb ramp to be the width of the path and to add signage to mark off paths as bike routes</u>	<u>NW 67th Avenue</u>	<u>NW 67th Avenue</u>	<u>W 84th Street</u>	<u>NW 167th Street</u>	<u>\$375,000.00</u>	-	<u>\$200,000.00</u>	<u>\$175,000.00</u>	<u>15</u>	<u>Each</u>	-
	<u>Widen Narrow Path to 10 to 12 feet</u>	<u>NW 87th Avenue</u>	<u>NW 87th Avenue</u>	<u>SR 924</u>	<u>NW 154th Street</u>	<u>\$250,000.00</u>	-	<u>\$125,000.00</u>	<u>\$125,000.00</u>	<u>0.99</u>	<u>Miles</u>	-
	<u>Widen Narrow Path to 10 to 12 feet</u>	<u>S. Miami Lakeway</u>	<u>S. Miami Lakeway</u>	<u>67th Ave (westward)</u>	<u>Miami Lakes Drive</u>	<u>\$250,000.00</u>	-	<u>\$125,000.00</u>	<u>\$125,000.00</u>	<u>1.6</u>	<u>Miles</u>	-
	<u>Greenway Trail and safe route to school</u>	<u>Miami Lakeway North and Miami Lakeway South (east of NW 67th Avenue)</u>	<u>S Miami Lakeway</u>	<u>67th Ave (eastward)</u>	<u>64th Ave</u>	<u>\$320,000.00</u>	<u>\$200,000.00</u>	-	<u>\$120,000.00</u>	<u>8500</u>	<u>Feet</u>	<u>FDOT grant funding FM # 425857-2</u>

-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total for Greenways and Trail</b>	-	-	-	-	-	<b>\$5,760,500.00</b>	<b>\$1,000,000.00</b>	<b>\$2,205,500.00</b>	<b>\$2,555,000.00</b>	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Replacement Bus Program</b>	-	3	-	-	-	<b>\$750,000.00</b>	-	-	<b>\$750,000.00</b>	3	each	-
-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Road Improvements</b>	<u>Capacity Enhancements</u>	<u>Palmetto Expwy Interchanges</u>	<u>Palmetto Expwy Interchange</u>	<u>at Ludlam Road</u>	-	<u>Funded by FDOT</u>	-	-	<u>\$0.00</u>	-	-	-
	<u>Capacity Enhancements</u>	<u>Palmetto Expwy Interchanges</u>	<u>Palmetto Expwy Interchange</u>	<u>at Red Road</u>	-	<u>Funded by FDOT</u>	-	-	<u>\$0.00</u>	-	-	-
	<u>FDOT Imprvements - changes to lane configuration, sidewalks, bicycle lanes, pedestrian signal heads, crosswalks</u>	<u>NW 154th St (Vicinity of Palmetto Expy)</u>	<u>NW 154th St</u>	-	-	<u>Funded by FDOT</u>	-	-	<u>\$0.00</u>	-	-	-
	<u>Add second right turn lane</u>	<u>Adjacent to Miami Lakes (East Fire Station)</u>	<u>NW 67th Avenue</u>	<u>South of NW 167th St</u>	<u>NW 167th St</u>	<u>Funded by Miami-Dade County</u>	-	-	<u>\$0.00</u>	-	-	-
	<u>Adaptive (smart) traffic signals</u>	<u>Varies</u>	-	-	-	<u>\$360,000.00</u>	-	-	<u>\$360,000.00</u>	12	each	-
	<u>Narrow NW 67th Avenue travel lanes/expand medians and add two pedestrians crossings within Town Center</u>	<u>Town Center</u>	<u>NW 67th Avenue</u>	<u>Miami Lakes Drive</u>	<u>Miami Lakeway North</u>	<u>\$410,000.00</u>	-	-	<u>\$410,000.00</u>	-	-	-
	<u>Extend NW 59th Avenue south to Miami Lakes Drive</u>	<u>West of NW 57th Avenue and north of Miami Lakes Drive</u>	<u>NW 59th Avenue</u>	<u>Miami Lakes Drive</u>	<u>Biscayne Canal</u>	<u>\$5,800,000.00</u>	-	-	<u>\$5,800,000.00</u>	-	-	-
	<u>Add underpass of Palmetto Expressway south of Miami Lakes Drive</u>	<u>NW 146th St &amp; Palmetto Exwy</u>	<u>NW 146th St</u>	<u>NW 77th Ct.</u>	<u>NW 77th Ave</u>	<u>\$3,900,000.00</u>	-	-	<u>\$3,900,000.00</u>	-	-	-
	<u>Extend right turn lane 150 feet</u>	<u>Adjacent to Miami Lakes West Fire Station</u>	<u>NW 77th Ct.</u>	<u>South of Miami Lakes Drive</u>	<u>Miami Lakes Drive</u>	<u>\$120,000.00</u>	-	-	<u>\$120,000.00</u>	-	-	-
	<u>Add underpass of Palmetto Expressway north of Miami Lakes Drive</u>	<u>Under Palmetto Expressway, north of Miami Lakes Drive</u>	<u>Undetermined</u>	<u>NW 77th Ct.</u>	<u>Northbound Palmetto Frontage Rd</u>	<u>\$3,800,000.00</u>	-	-	<u>\$3,800,000.00</u>	-	-	-
	<u>Add Lane to Windmill Gate Road</u>	<u>Windmill Gate Road &amp; NW 67th</u>	<u>Windmill Gate Rd.</u>	<u>NW 67th Ave</u>	<u>Fox Den Ct.</u>	<u>\$400,000.00</u>	-	-	<u>\$400,000.00</u>	-	-	-

		Ave										
<b>Total for Road Improvements</b>	-	-	-	-	-	<b>\$14,790,000.00</b>	-	-	<b>\$14,790,000.00</b>	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sidewalk Improvement</b>	Widen sidewalks from 6' to 8' on both sides	NW 82nd Ave	NW 82nd Ave	NW 154th Street	NW 170th St	\$110,000.00	-	-	\$110,000.00	1.02 X 2 = 2.04 miles	-	-
	Widen sidewalks from 6' to 8' on west side of street	NW 67th Avenue	NW 67th Avenue	NW 138th St	NW 167th St	\$100,000.00	-	-	\$100,000.00	1.8 miles	-	-
	Widen sidewalks from 6' to 8' on both sides of road	NW 87th Ave	NW 87th Ave	NW 154th Street	NW 170th St	\$110,000.00	-	-	\$110,000.00	1.02 miles X 2 = 2.04 miles	-	-
	Widen sidewalk from 5' to 8' on north side of road	NW 154th St	NW 154th St	NW 89th Avenue	NW 57th Avenue	\$280,000.00	-	-	\$280,000.00	3.53 miles	-	-
	Widen sidewalk from 5' to 8' on both sides	Miami Lakeway N	Miami Lakeway N	Miami Lakes Dr	NW 67th Avenue	\$100,000.00	-	-	\$100,000.00	.63 miles X 2 = 1.26 miles	-	-
	ADA Sidewalk Master Plan Improvements	Town-wide	-	-	-	\$2,000,000.00	-	-	\$2,000,000.00	-	-	-
	Sidewalk Additions in Business Parks	Business Park East, Business Park West & Technical Education Center Area	Various	Various	Various	\$2,100,000.00	\$1,000,000.00	-	\$1,100,000.00	-	-	2013 TAP Application Funding - construction only FM# 435509-1
<b>Total Sidewalk Improvement</b>						<b>\$4,800,000.00</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	<b>\$3,800,000.00</b>			
-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Grand Total</b>						<b>\$26,100,500.00</b>	<b>\$2,000,000.00</b>	<b>\$2,205,500.00</b>	<b>\$21,895,000.00</b>			

*The Capital Improvement Element shall be amended as follows:*

\* \* \*

**Policy 8.1.7:** Assess a pro rata share of the public facility costs necessary to accommodate the impacts of new development at the adopted levels-of-service through the enforcement of existing public facility funding mechanisms, ~~and impact fees~~ and a mobility fee. Public facilities include potable water, sanitary sewer, solid waste, drainage, parks, public schools and transportation and mobility capital facilities and equipment ~~roadways~~.

\* \* \*

**Policy 8.2.1:** Prior to the issuance of new development orders, ensure capital revenues and/or secured developer commitments are in place to provide all public facilities that are subject to concurrency at adopted level-of-service standards.

\* \* \*

**Policy 8.3.1:**

*Sanitary Sewer, Solid Waste, Drainage and Potable Water:* Prior to the issuance of any development order for new development or redevelopment, sanitary sewer, solid waste, drainage and potable water facilities needed to support the development at adopted LOS standards all must meet one of the following timing requirements:

1. The development order includes the condition that at the time of the issuance of a certificate of occupancy or its functional equivalent, the necessary facilities and services are in place and available to serve the new development; or
2. The necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent.
3. Prior to the issuance of a building permit, the City will consult with the Miami-Dade Water and Sewer Department to ensure adequate water supplies will be available to serve proposed development no later than the issuance of the certificate of occupancy.

*Parks & Recreation:* Prior to the issuance of any development order for new development or redevelopment, parks and recreation public facilities needed to support the development at adopted LOS standards must meet one of the following timing requirements:

1. The necessary facilities and services are in place or under actual construction; or
2. The development order includes the condition that at the time of the issuance of a certificate of occupancy or its functional equivalent, the acreage for the necessary facilities and services to serve the new development is dedicated or acquired by the local government, or funds in the amount of the developer's fair share are committed; and
  - a. The development order includes the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted 5-year schedule of capital improvements; or
  - b. The necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent; or
  - c. The necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than one year after issuance of a certificate of occupancy or its functional equivalent.

Transportation Mobility: Mobility impacts of development and redevelopment shall be mitigated through a mobility fee to adopted and maintained as part of the Land Development Code. Development and redevelopment shall not be subject to a transportation concurrency system, except development exercising vested rights granted prior to adoption of the mobility fee into the Land Development Code. Prior to the issuance of any development order for new development or redevelopment, transportation public facilities needed to support the development at adopted LOS standards must meet one of the following timing requirements:

- ~~1. The necessary facilities and services are in place or under construction; or~~
- ~~2. The development order includes the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent as provided in the adopted five-year schedule of capital improvements.~~

- ~~3. The necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction no more than three years after the issuance of a certificate of occupancy or its functional equivalent; or~~
- ~~4. The necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent.~~

*Public School Facilities:* Prior to the issuance of any development order for new residential development or redevelopment, public school facilities needed to support the development at adopted school LOS standards must meet the following timing requirement:

1. The necessary public school facilities and services are in place or under actual construction within three years after issuance of final subdivision or site plan approval, or the functional equivalent.
2. The necessary facilities and services are guaranteed in an enforceable development agreement, directed to projects in the first three years of the Miami-Dade County Public Schools District Facilities Work Program, and satisfy the demand created by that development approval. The development's impact may be mitigated through a combination of one or more appropriate proportionate share mitigation options provided in Policy 9.2.4 of the Education Facilities Element, and in accordance with Section 163.3180 (13)(e)1, F.S.

The Town, in cooperation with Miami-Dade County and the Miami-Dade School Board, shall coordinate new residential development with future availability of public school facilities consistent with the adopted LOS standards for public school concurrency, by reviewing residential development orders for their impact on LOS standards.

The adopted LOS standard for all Miami Lakes public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms). This LOS standard shall be applicable in each public school concurrency service (CSA) area, defined as the public school attendance boundary established by the Miami-Dade County Public Schools.

All public school facilities should continue to maintain or decrease their percent utilization of FISH capacity (with relocatable classrooms). Public school facilities that achieve 100% utilization of Permanent FISH capacity (no relocatable classrooms) should no longer utilize relocatable classrooms except as an operational solution.

The application of the above requirements must ensure the availability of public facilities and services needed to support development concurrent with the impacts of such development.

\* \* \*

**Policy 8.3.5:** As indicated in the applicable Elements of this Comprehensive Plan, the Town of Miami Lakes has adopted the following minimum LOS standards:

**Miami Lakes Level-of-Service Standards**

FACILITIES	LEVEL OF SERVICE STANDARDS						
Sanitary Sewer	<p><i>Regional Plants.</i> Regional wastewater treatment plants shall operate with a physical capacity of no less than the annual average daily sewage flow.</p> <p><i>Effluent.</i> Effluent discharged from wastewater treatment plants shall meet all federal, state, and county standards.</p> <p><i>System.</i> The system shall maintain capacity to collect and dispose of 102 percent of average daily sewage demand for the preceding five years.</p> <p>Maintain the sanitary sewer standard of 81.9 gallons/capita/day.</p>						
Potable Water	<p><i>Regional Treatment.</i> The regional treatment system shall operate with a rated maximum daily capacity of no less than 2% above the maximum daily flow for the preceding year, and an average daily capacity of 2% above the average daily system demand for the preceding 5 years.</p> <p><i>Delivery.</i> Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:</p> <table data-bbox="618 1675 1312 1850"> <thead> <tr> <th data-bbox="618 1675 1040 1713"><i>Land Use</i></th> <th data-bbox="1040 1675 1312 1713"><i>Min. Fire Flow (gpm)</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="618 1745 1040 1782">Single Family Residential Estate</td> <td data-bbox="1040 1745 1312 1782">500</td> </tr> <tr> <td data-bbox="618 1814 1040 1850">Single Family and Duplex; Residential</td> <td data-bbox="1040 1814 1312 1850">750</td> </tr> </tbody> </table>	<i>Land Use</i>	<i>Min. Fire Flow (gpm)</i>	Single Family Residential Estate	500	Single Family and Duplex; Residential	750
<i>Land Use</i>	<i>Min. Fire Flow (gpm)</i>						
Single Family Residential Estate	500						
Single Family and Duplex; Residential	750						

	<p>on minimum lots of 7,500 sf</p> <p>Multi-Family Residential; 1,500</p> <p>Semi-professional Offices</p> <p>Hospitals; Schools 2,000</p> <p>Business and Industry 3,000</p> <p><i>Water Quality.</i> Water quality shall meet all federal, state and county primary standards for potable water.</p> <p><i>Countywide Storage.</i> Storage capacity for finished water shall equal no less than 15% of the countywide average daily demand.</p> <p>Maintain the potable water standard of 91 gallons/capita/day.</p>
Solid Waste	<p>The County Solid Waste Management System, which includes County-owned solid waste disposal facilities and those operated under contract with the County for disposal, shall, for a minimum of five (5) years, collectively maintain a solid waste disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows at a minimum standard of 9.9 pounds/capita/day.</p>
Drainage	<p><i>Water Quality Standard.</i> Stormwater facilities shall be designed to meet the design and performance standards established in Ch. 62-25, 25.025, F.A.C., with treatment of first 1" of rainfall runoff to meet water quality standards required by Ch. 62-302, 862-302.500. F.A.C.</p> <p><i>Water Quantity Standard.</i> Where two or more standards impact a specific development, the most restrictive standard shall apply.</p> <p>a. Post-development runoff shall not exceed the pre-</p>

	<p>development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.</p> <p>b. Treatment of the runoff from the first 1 inch of rainfall onsite or the first 0.5 inch of runoff, whichever is greater.</p>
Recreation and Open Space	<p><i>Urban Open Space.</i> 1.75 acres per 1,000 population</p> <p><i>Neighborhood and Community Parks.</i> 3.25 acres per 1,000 population.</p>
Public Schools	100% utilization of Florida Inventory of School Houses (FISH) Capacity (With Relocatable Classrooms) in each concurrency service area (CSA).

<b><u>MULTIMODAL MOBILITY LEVELS OF SERVICE FOR STATE, COUNTY AND TOWN ROADS</u></b>	
<p>For purposes of capital improvements planning, the Town hereby adopts the levels of service standards for vehicles, bicycles, pedestrians and transit as enumerated in Policies 2.2.1, 2.2.3, 2.2.4 and 2.2.5 of the Transportation Element.</p>	
<p>Within the Urban Infill Area (UIA) <sup>±</sup></p>	<p>Adopted level of service (LOS) within the UIA is LOS E (100% of capacity at peak hour) or better except where mass transit service having headways of 20 minutes or less is provided within ½ mile distance, then a road shall operate at no greater than 120% of its capacity at peak hour. Where extraordinary transit service such as commuter rail or express bus service exists, parallel roads within ½ mile shall operate at no greater than 150% of their capacity at peak hour.</p>
<p>Within Urban Development Boundary (UDB), but Outside Urban Infill Area (UIA)</p>	<p>All major roadways must operate at LOS D (90% of capacity at peak hour) or better, except State urban minor arterials (SUMA), which may operate at LOS E (100% of capacity at peak hour) or above. Where mass transit service having headways of 20 minutes or less is provided within ½ mile distance, then a road shall operate at or above LOS E at peak</p>

	<p>hour. When extraordinary transit service such as commuter rail or express bus service exists, parallel roads within ½ mile shall operate at no greater than 120% of their capacity at peak hour.</p>
<p>SIS Roadways</p>	<p>The following is the Florida Department of Transportation's LOS standard as outlined in FDOT Systems Planning Topic No. 525-000-006a: "It is the Department's intent to plan, design, and operate the SHS at a generally acceptable LOS for the traveling public. LOS standards for the automobile mode on the SHS during the peak hour(s) are "D" in urbanized areas and "C" outside urbanized areas. LOS standards represent goals for Department and other entities to achieve and maintain. No specific LOS standards are established for other highway modes (e.g. bus, pedestrian, bicycle)."</p>

(1) Urban Infill Area is located east of (and includes) NW and SW 77<sup>th</sup> Avenues and SR 826.

\* \* \*

**Policy 8.3.7:** Any proposed development that is deemed to generate a de minimus impact (as defined in subsection 163.3180(6), F.S. shall not be required to establish transportation concurrency.

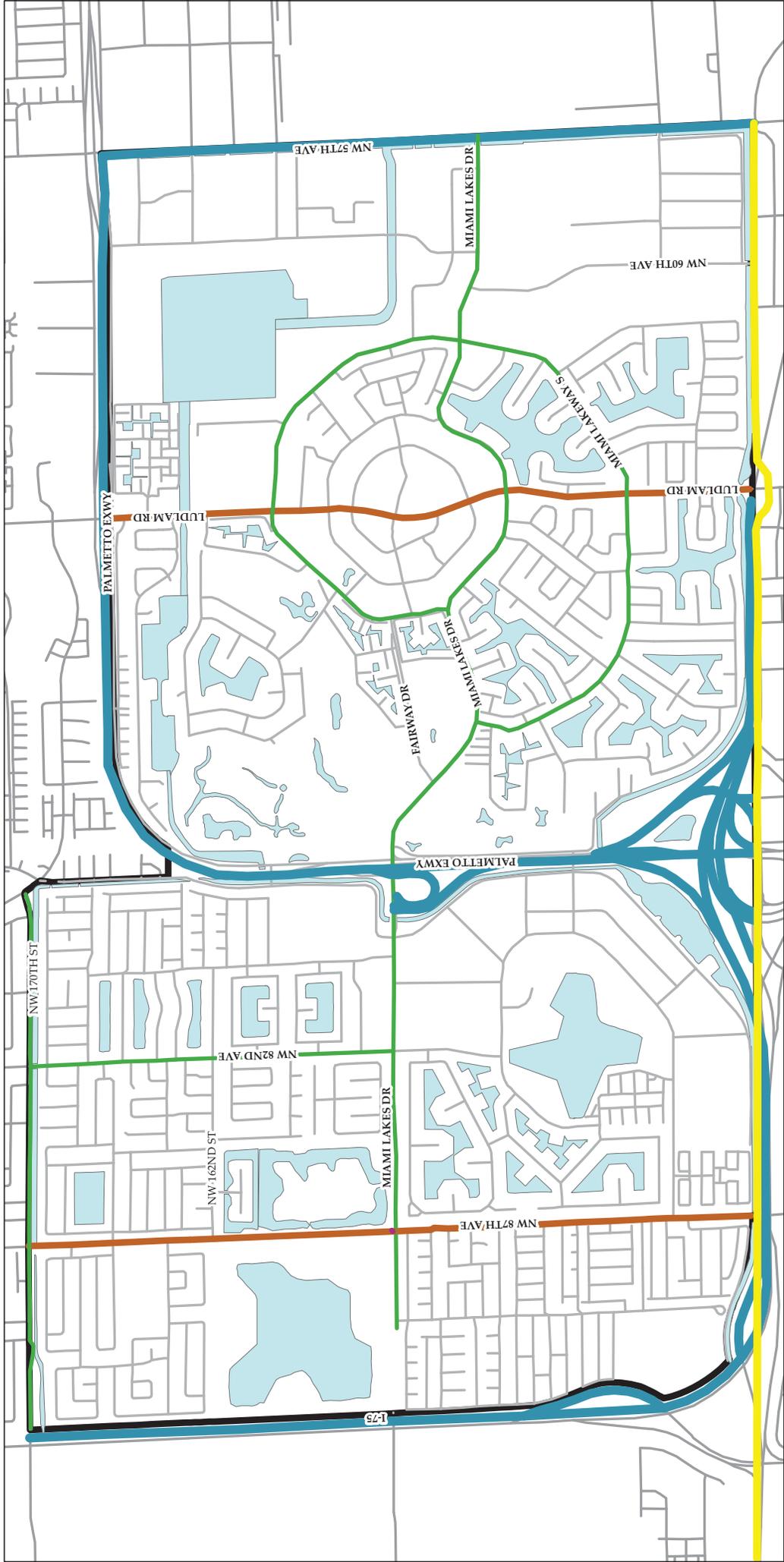
**Policy 8.3.8** A comprehensive plan amendment shall be required to eliminate, defer, or delay construction of any road or mass transit facility or service that is needed to maintain the adopted level of service (LOS) standard.



**Exhibit 2**

Map Amendments

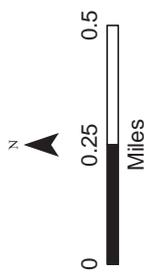


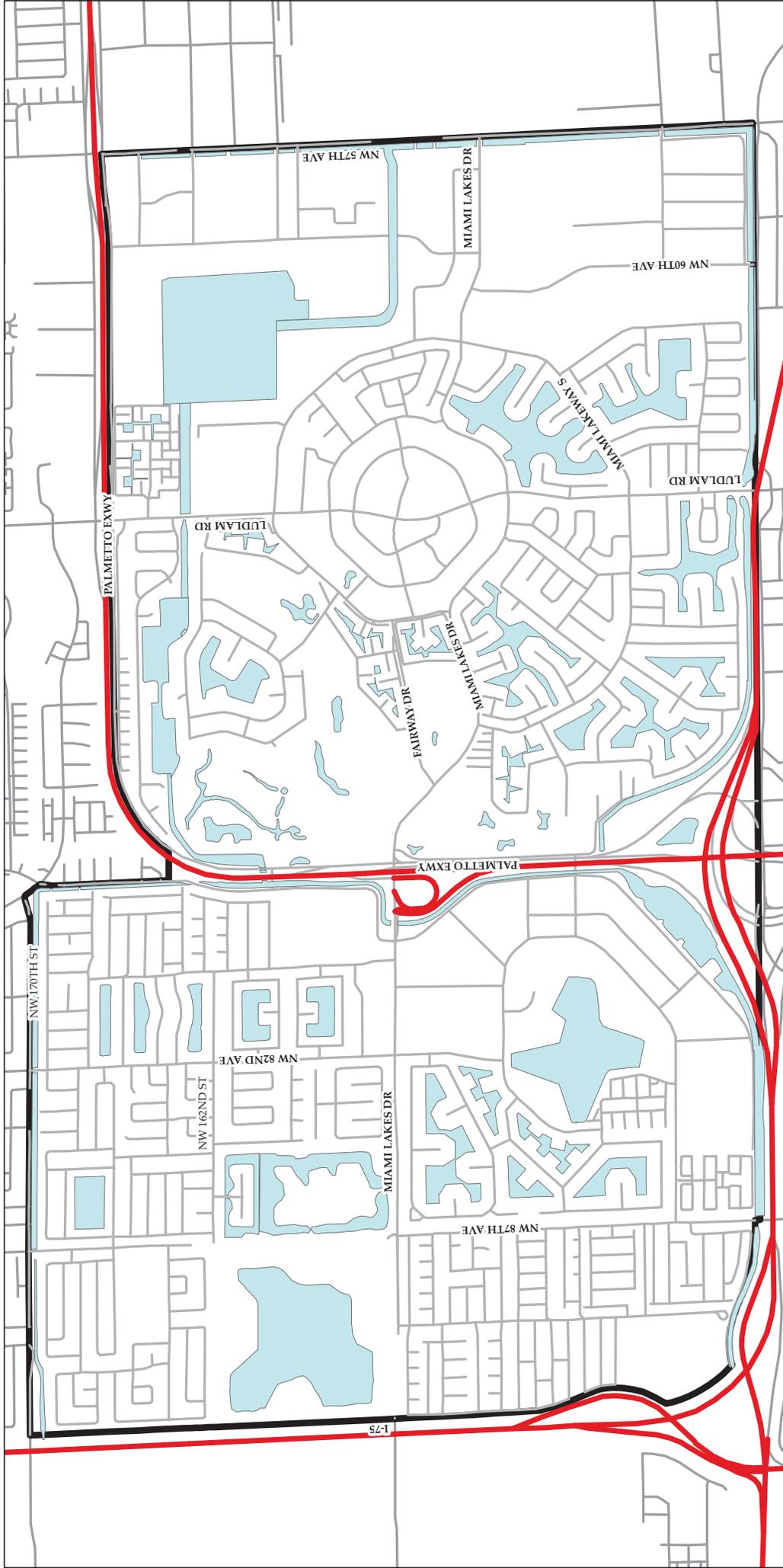


**TOWN OF MIAMI LAKES**

**TE-2: ROADWAY FUNCTIONAL CLASSIFICATION (2025)**

- Local Street
- Town Collector
- County Collector
- County Minor Arterial
- State Minor Arterial
- State Principal Arterial



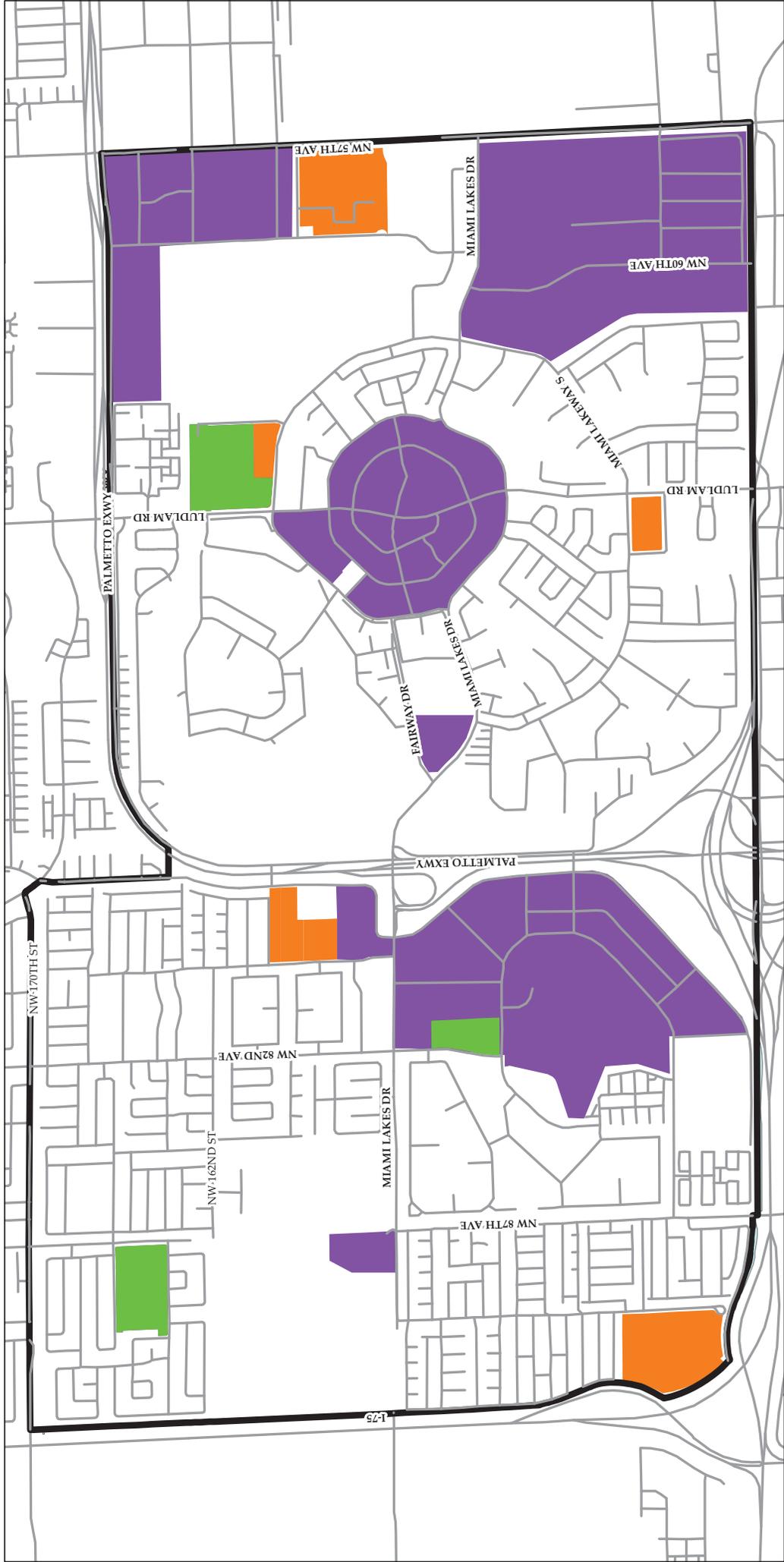


**TOWN OF MIAMI LAKES**

**TE-3: LIMITED ACCESS FACILITIES (2025)**

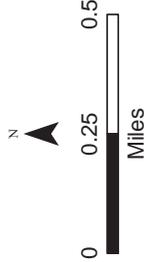


— Limited Access Roadways

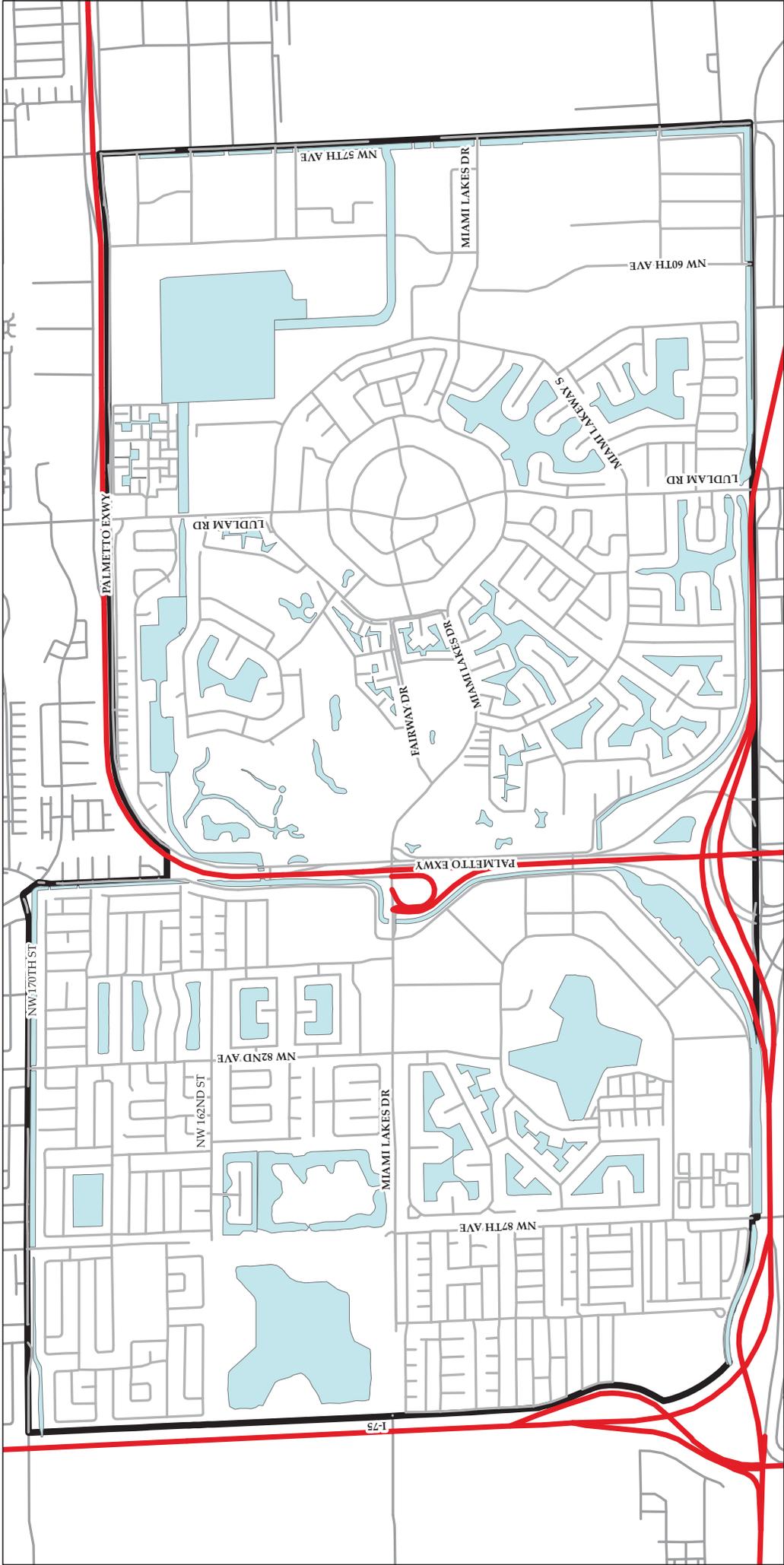


**TOWN OF MIAMI LAKES**

**TE-4: MAJOR TRIP GENERATORS AND ATTRACTORS (2025)**

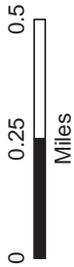


- Retail and Employment Centers
- Major Parks
- Public Schools



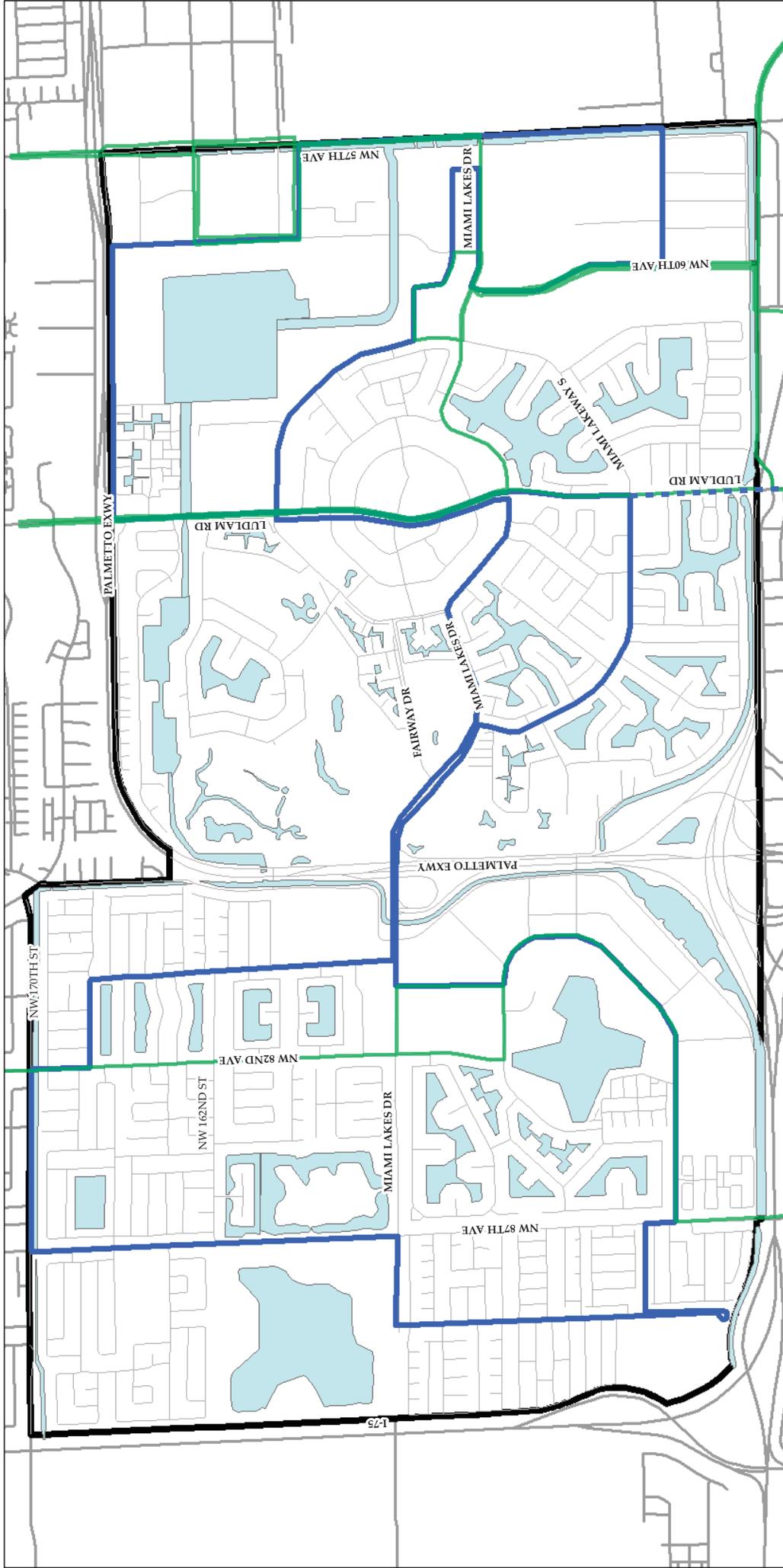
TOWN OF MIAMI LAKES

# TE-5: HURRICANE EVACUATION ROUTES (2025)



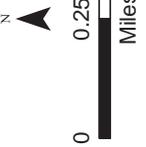
— Limited Access Roadways





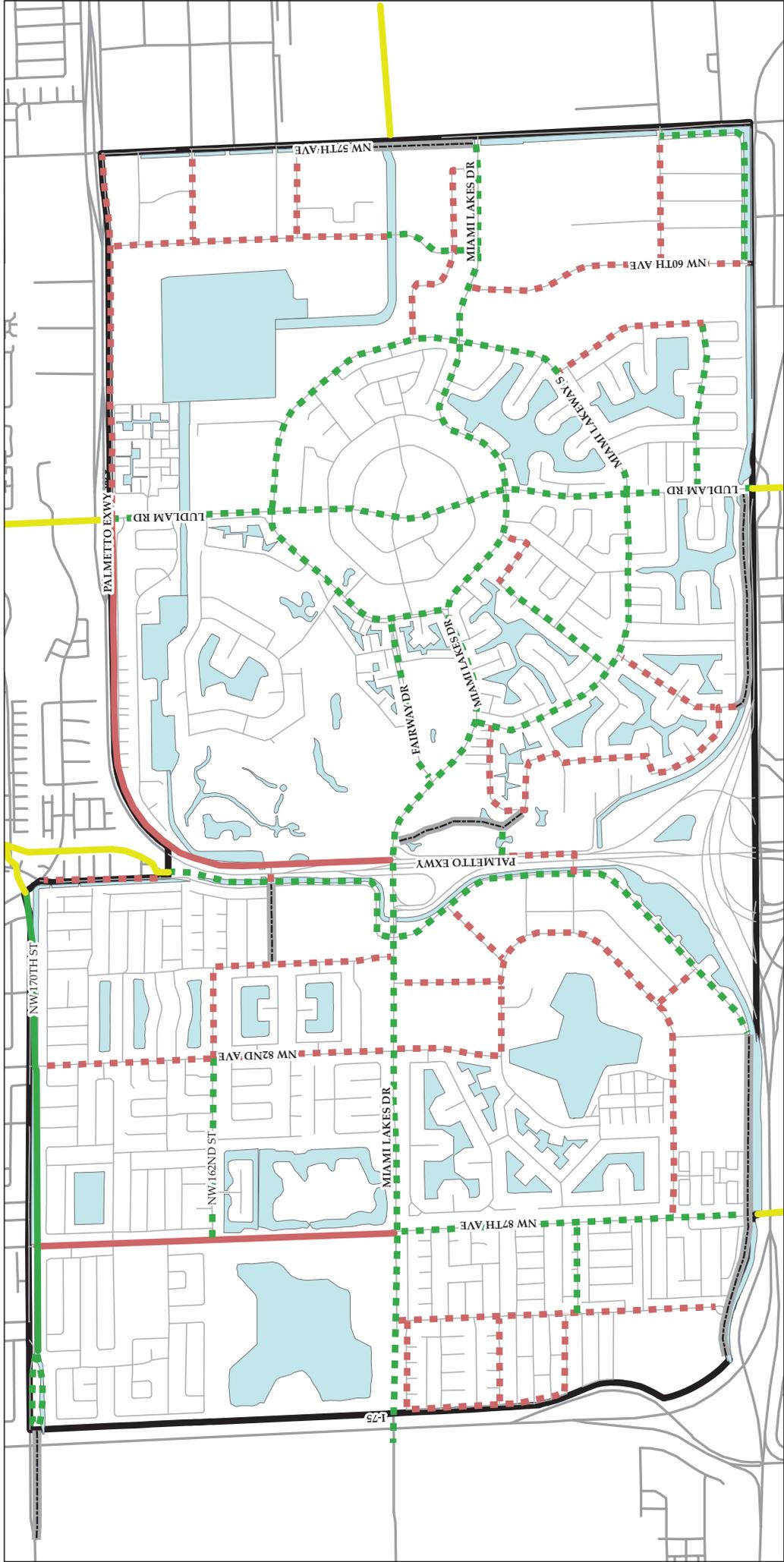
TOWN OF MIAMI LAKES

# TE-6: TRANSIT ROUTES (2025)



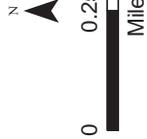
- Moover Route
- - - Moover Extension (during school start/dismissal times)
- Miami-Dade County Bus Routes



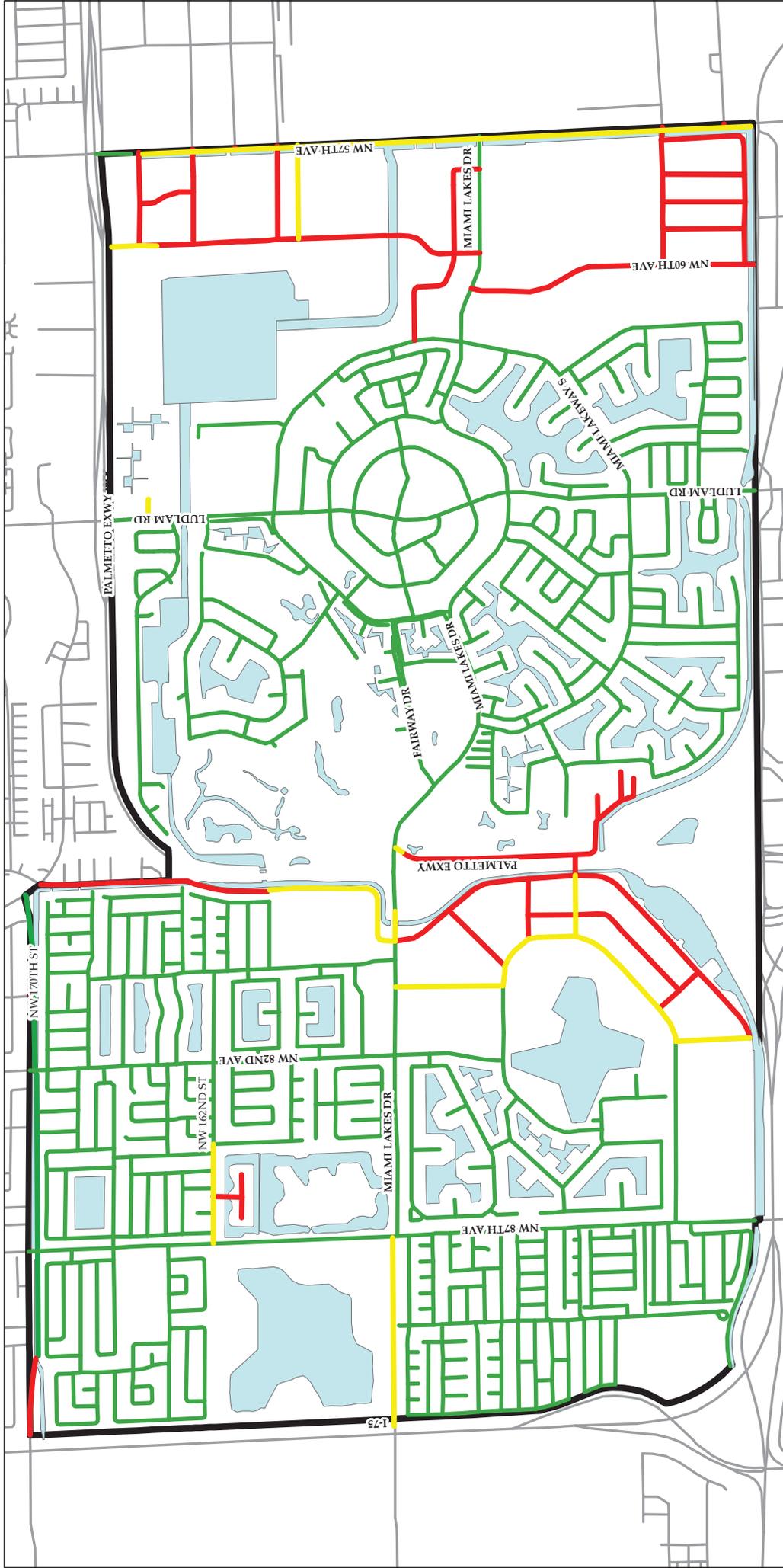


**TOWN OF MIAMI LAKES**

**TE-7: GREENWAYS AND TRAILS (2025)**



- Existing Off-Road Facility
- Existing On-Road Facility
- - - Future Off-Road Facility
- - - Future On-Road Facility
- - - Long-Range Opportunity
- Future Facility by Others



**TOWN OF MIAMI LAKES**

**TE-8: SIDEWALK NETWORK COMPLETION (2025)**



- Sidewalk complete\*
- Sidewalk needed, one side
- Sidewalk needed, both sides



\* Does not necessarily mean that sidewalk does not require widening. See Policy 2.2.4



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

## Memorandum

---

Date: August 25, 2015 (Revised September 25, 2015)

From: Brandon R. Schaad, AICP, LEED AP  
Director of Planning

To: Alex Rey  
Town Manager

Re: Summary of Town of Miami Lakes 2015 Transportation Summit

---

On July 31, 2015, the Town of Miami Lakes hosted a Transportation Summit bringing together the relevant stakeholders and transportation professionals from regional agencies, to brainstorm and discuss ideas to relieve traffic congestion and mobility issues in the Town. The impetus for this event was direction from the Town Council. Many individuals and organizations participated in the Summit, including but not limited to District 13 County Commissioner Esteban Bovo, the Mayor and Town Council members of the Town of Miami Lakes, the Florida Department of Transportation (FDOT), the Miami-Dade Expressway Authority, Miami-Dade County Public Works, Miami-Dade County Transit, the Miami-Dade Metropolitan Planning Organization (MPO), Miami-Dade County Public Schools, South Florida Commuter Services (SFCS), as well as Town civil/traffic engineering consultants Kimley-Horn and Associates and Corradino and Associates.

While traffic is a perennial issue in many communities, anecdotal evidence suggests the problem has worsened significantly in recent months in the Town of Miami Lakes. Furthermore, resident and business surveys conducted as part of the Town's adoption of a new Strategic Plan show that is the largest concern and complaint among residents and businesses, by a wide margin. Recently-gathered traffic counts and analysis show that the Town experiences major peak hour congestion on Miami Lakes Drive, particularly west of the Palmetto Expressway, with related severe congestion on NW 77<sup>th</sup> Court, NW 79<sup>th</sup> Avenue and roads that directly connect with these. At the same time, while traffic counts show that NW 67<sup>th</sup> Avenue is within an acceptable level of service, it is obvious to regular users that this is not the case (the disconnect between traffic counts and actual congestion is likely related to its intersection with the Palmetto Expressway at the northern end of the Town).

While the Town in many ways enjoys the fruits of proactive planning from decades ago, elements of its basic development pattern contribute to its current transportation problem and make solutions difficult to find. While the multitude of highways that come together in, and in the vicinity of, Miami Lakes make it



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

relatively accessible, it is nevertheless difficult to move through the Town, due to a lack of connectivity both internally and externally. Although the Town is 3.5 miles from east to west, there are only three surface streets that transverse the Town from north to south (NW 57<sup>th</sup> Avenue, NW 67<sup>th</sup> Avenue and NW 87<sup>th</sup> Avenue). There are a few other instances where access in one direction exists, but I-75, the Gratigny Expressway, the Palmetto Expressway and Opa-Locka Airport all serve as barriers to effective external connectivity. Internally, the Palmetto Expressway divides the eastern and western halves of the Town, with the only crossing at Miami Lakes Drive. Further, development on the north and south sides of Miami Lakes Drive just west of the Palmetto Expressway were poorly coordinated, resulting in misaligned roads and therefore the existence of five signalized intersections and two unsignalized intersections (seven in total) in the space of one-half mile (and more acutely, six intersections in the space of approximately one-quarter mile). Gated and blocked roads in the northwest quadrant of Town shift traffic to other east-west ways, including Miami Lakes Drive.

In terms of non-automobile mobility, the Town has a generally good network of sidewalks and other pedestrian facilities (with some weaknesses), but is more or less lacking in bicycle infrastructure. The Town recently approved the Greenways and Trails Master Plan, seeking to address this issue. Transit ridership, as evinced by ridership on the Town's local Moover service, is growing rapidly but is still low.

The Summit included presentations by most of the agencies present, which outlined their own plans that will affect transportation in the Town, and an opportunity for questions and interaction between agencies, leading to improved coordination. Significant future improvements included the forthcoming addition of express lanes on the Palmetto Expressway and I-75, a project that includes proposed intersection improvements at Miami Lakes Drive and NW 67<sup>th</sup> Avenue, where there are exit/entrance ramps for the Palmetto Expressway. In addition, the Miami-Dade Expressway Authority plans to extend the Gratigny Expressway westward to the Florida Turnpike, a project which would ultimately make an expressway connection between I-95 and the Turnpike.

Following presentations and questions, Summit participants were asked to form two groups, one of which focused on brainstorming solutions for the west side of Miami Lakes, and the other for the east side of Town. Ideas from these brainstorming sessions are as follows:

#### **East**

- Transit-only entrances onto expressways from a park and ride lot at Miami Lakes Drive/Palmetto Expressway
- Improve carrying capacity of 57<sup>th</sup> Avenue, including removal of traffic lights and capacity expansions, with the goal of shifting traffic from the more constrained NW 67<sup>th</sup> Avenue
- Staggering of school schedules
- Palmetto Expressway underpasses at NW 146<sup>th</sup> Street and/or at the "Big Bend" to improve east-west connectivity



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

- Creation of an exclusive transit lane on NW 67<sup>th</sup> Avenue, perhaps changing from southbound in the morning to northbound in the afternoon
- Transit signal priority at intersections
- Queue jumps for transit at intersections
- Extending NW 59<sup>th</sup> Avenue south to Miami Lakes Drive
- Creating a standard of an eight foot sidewalk for all new road construction/refurbishment
- Densification of three locations along Miami Lakes Drive (Town Center, NW 151<sup>st</sup> Street and vicinity of NW 79<sup>th</sup> Ct) with fast bus service between the three.

#### **West**

- Improved signalization/Smart signal technology at Miami Lakes Drive/Palmetto Expressway
- Increase traffic control police officers during peak hours on Miami Lakes Drive.
- Bob Graham Education Center staggered hours/drop off times
- Increased marketing of the Moover
- Educate motorists to use Commerce Way, rather than 77<sup>th</sup> Court

Together with the analysis by Town Staff and consultants, as well as recommendations already presented in the 2013 Commute Trip Reduction Plan (CTRP) and 2014 Greenways and Trails Master Plan and plans presented at the Summit by the participating agencies, the ideas generated by these breakout sessions have been synthesized into five Strategies, with a brief explanation/analysis of each.

#### **Strategy #1: Improve Transit and Pedestrian Mobility**

Many of the ideas suggested involve improving pedestrian and transit mobility, which can help provide an alternative to contending with gridlocked traffic (at least for some trips), as well as reduce overall demand for automobile travel and thereby reduce traffic congestion. Improving pedestrian mobility – making walking a safe, feasible and attractive option – means not only providing appropriate infrastructure, but also ensuring that land use policies contribute to the creation of walkable environments. Transit mobility, meanwhile, depends heavily on not only the quality of transit service and transit infrastructure (i.e. bus shelters), but also on the level of walkability near the beginning and end of the transit trip, since nearly all transit users are pedestrians at those points in their trip.

On the infrastructure side, the Town has adopted the Greenways and Trails Master Plan, with a total estimated cost of about \$6 million. Some projects in this planned network are either already constructed or have funding committed, as shown on the map in Exhibit A (the portion of the NW 170<sup>th</sup> Street Greenway between NW 82<sup>nd</sup> Avenue and NW 77<sup>th</sup> Court has now been constructed). Additionally, the recently-adopted Town Center Zoning District Ordinance aims to ensure that Town Center, currently the most walkable area in Miami Lakes, will maintain and improve its walkability through requiring wider sidewalks and pedestrian-friendly design of private development projects. One significant barrier to the



**6601 Main Street • Miami Lakes, Florida 33014**  
**Office: (305) 364-6100 • Fax: (305) 558-8511**  
**Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)**

success of Town Center as the Town's primary walkable center is the County-controlled NW 67<sup>th</sup> Avenue that bisects it. This street includes eleven foot wide lanes and, while it does feature relatively good street tree coverage, it lacks on-street parking or many of the other features that would slow down cars and thereby make the area safer and more inviting for pedestrians. There is also only one sanctioned crossing of NW 67<sup>th</sup> Avenue (at Main Street) for the entirety of the approximately two-thirds of a mile that it runs through Town Center. The result is that without effective pedestrian integration of the two halves, Town Center cannot reach its full potential, and is less attractive as a walkable, transit-conducive center. One discussion at the Summit focused on the potential to connect these two halves, specifically by adding two pedestrian crossing points and/or reducing lane widths from eleven feet to ten feet, in order both to slow traffic and to reduce pedestrian crossing widths. Engineers from Miami-Dade County's Traffic Engineering Division were of the opinion that doing so would worsen the vehicular level of service on NW 67<sup>th</sup> Avenue, though I strongly disagree with this conclusion, for reasons that I will detail elsewhere.

Additionally, the Town Council recently endorsed the highly related concept of Complete Streets, directing staff to integrate a Complete Streets policy into the upcoming Strategic Plan. While Complete Streets is a broad concept that can be implemented in a range of different ways, its essential thrust is to provide infrastructure for not only automobiles, but also for pedestrians, bicyclists and transit users. One way that a Complete Streets policy begins to come into play is in proposed infrastructure improvements, which all too often try to add automobile capacity, without taking into account the consequences this can have on other modes of transportation. This only serves to make those other modes less feasible, increase auto dependence and contribute to the "need" for still more capacity enhancements – a vicious cycle. It is essential for the Town to bear the Complete Streets concept in mind as it considers the improvements proposed to intersections of the Palmetto Expressway with Miami Lakes Drive and NW 67<sup>th</sup> Avenue by the Florida Department of Transportation (FDOT) as part of the Palmetto Express project (currently in the Project Development and Environment Study phase).

Tactics suggested at the Summit to improve pedestrian mobility, and closely related to Complete Streets, included ensuring accessibility throughout the Town according to the standards of the Americans with Disabilities Act (ADA), as well as increasing the standard sidewalk widths on arterial and collector roadways to ten feet. The Town has been awarded a grant for Fiscal Year 2018 that includes \$50,000 for an ADA Accessibility Study. Additionally, the Town is planning to crowd-source data gathering about "incomplete streets", such as missing or insufficient pedestrian infrastructure, via its mobile app. Capital funding will be required for implementation, though some of these improvements may be combined with the implementation of the Greenways and Trails Master Plan. Other potential sources of funding/implementation include a Code amendment requiring developers to (for example) build any missing sections of sidewalk adjacent to their development, as well as Code changes currently under study to replace the traffic concurrency system with a new system to require mitigation for transportation impacts of development/redevelopment.



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

One idea conceived at the Summit is to identify future walkable “hubs” along Miami Lakes Drive (from east to west: the area north of Miami Lakes Drive along NW 151<sup>st</sup> Street and NW 153<sup>rd</sup> Street; Town Center; and, on both sides of Miami Lakes Drive between NW 77<sup>th</sup> Court and NW 82<sup>nd</sup> Avenue), and re-imagine the Town’s Moover service to run frequent trips between these areas. Staff believes that these areas either have (in the case of Town Center) or show significant potential for (in the other two instances) a high level of walkability. The Comprehensive Plan identifies an approximately 10 acre area at the northwest corner of NW 87<sup>th</sup> Avenue and Miami Lakes Drive for commercial development, and this location might be added to this transit/hub corridor. In this case, though, it would be advisable to encourage or require a more walkable and transit-friendly style of development in this location than the current approved site plan shows. The merits of this idea include that making the Moover more frequent would make it more attractive and presumably increase ridership, that it would provide better connections to Miami-Dade Transit routes (none of which currently cross the Palmetto Expressway east to west) and that walkable hubs could significantly reduce car trips by making commuting via transit a more feasible alternative and make walking feasible for many more trips. Negatives include that the redevelopment required to make the NW 151<sup>st</sup> Street area the west of the Palmetto areas walkable are fairly long term, and that changing the Moover service in this way would no longer directly serve the schools, a large portion of its current ridership.

There are a number of other ideas regarding transit mobility that are included in other strategies below. An additional idea from the Summit, though, is to place “queue jumps” for buses at strategic locations. A queue jump is essentially an extra lane for exclusive use by transit vehicles that allow these vehicles to pass the queue at an intersection. These queue jumps have proved to be successful in many places by keeping buses on schedule and making transit a more attractive alternative. However, the method also has a public perception problem, as drivers see a lane that is often “empty” and that they feel could be used to move more cars, even in cases where the buses using the lane actually carry more people than an automobile lane.

**Strategy #2: Improve Distribution of Traffic (Spatially and Temporally)**

Largely because of the Town’s lack of sufficient external connectivity, those connections that do exist (and often also feature a freeway interchange) act like a funnel, as traffic from a relatively wide catchment collects onto them to squeeze through a narrow opening, resulting in acute congestion at these points. Potential solutions include finding ways to spatially and temporally distribute this traffic in a more optimal way. For example, NW 67<sup>th</sup> Avenue handles a large volume of traffic simply “passing through” the Town. It was suggested that NW 57<sup>th</sup> Avenue, which is far less of a “character” street and tends to feature conventional, auto-oriented and unwalkable uses along it, could have infrastructure changes to handle more traffic at a higher rate of speed, thereby shifting some trips away from NW 67<sup>th</sup> Avenue.



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

These enhancements might include additional lanes and removing traffic lights and/or extended green lights.

Additionally, as the Miami-Dade Expressway Authority extends the Gratigny Expressway west to the Florida Turnpike, opportunities may exist to create new interchanges of the Gratigny with NW 67<sup>th</sup> Avenue and with NW 87<sup>th</sup> Avenue, lessening the need to use the Palmetto Expressway and Miami Lakes Drive.

Regarding timing, this strategy also involves a more optimal distribution of traffic throughout the day, reducing peak hour congestion. There were several observations during the Transportation Summit that traffic congestion seems to be much worse when schools are in session, prompting calls to adjust school hours so as not to coincide with rush hour. School hours are set by the School District, an independent entity.

Reducing peak hour automobile trips is also the primary focus of the Commute Trip Reduction Plan (CTRP), a study completed in 2013 based on a commuter survey and extensive analysis that provides a set of transportation demand management (TDM) recommendations. The recommendations include a close partnership with South Florida Commuter Services (SFCS) to promote and provide information to commuters about carpooling/vanpooling options, emergency ride home information for carpoolers/transit users, commuter tax benefits, transit information, etc.; leading by example to reduce peak hour commuting by Town employees; identifying and targeting 25 sites that have the highest potential to reduce commuting trips to work with employers to develop and implement specific plans to reduce peak hour trips by their employees, to target for multimodal infrastructure improvements and potentially provide incentives; to adopt a TDM ordinance, which would make implementation of TDM strategies (i.e. compressed work week or flexible hours) mandatory for employers with over 50 employees; and, changes to the Comprehensive Plan and Land Development Code that would require features in new developments to encourage alternative commuting. The ongoing Alternative to Concurrency Study includes analysis of utilizing the strategies recommended in the CTRP as mitigation for transportation impacts of development.

### **Strategy #3: Improve East-West Connectivity**

The Town of Miami Lakes is divided approximately in half by the north-south portion of the Palmetto Expressway. The highway essentially acts like a river in many other cities, where people crossing from one side to the other must funnel into a limited number of crossings or chokepoints (i.e. bridges or, in this case, underpasses). Miami Lakes Drive is the only such crossing within the Town, and the only crossing for a mile in either directions (and those nearest crossings are marginal). Combined with other factors impacting Miami Lakes Drive west of the Palmetto (see discussion of the “trouble spots” under Strategy #4 below), this creates – according both to the data and anecdotally – the most severe instance of traffic



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

congestion in Miami Lakes. A smaller, but still significant, east-west connectivity issue concerns the prevalence of blocked and/or gated streets in the northwest portion of the Town, which has the effect of forcing some east-west traffic in this area onto NW 170<sup>th</sup> Street and, more prevalently, onto Miami Lakes Drive.

The forthcoming construction on the Palmetto Expressway as part of the Palmetto Express project (primary purpose: adding express lanes), presents opportunities, as expressed at the Transportation Summit, that will likely not come again for several decades: to add one or more additional east-west crossing points. Two ideas were discussed in this regard:

1. Allow those exiting the northbound Palmetto Expressway at Miami Lakes Drive to access NW 77<sup>th</sup> Court (on the west side of the Palmetto Expressway) via an underpass of the Palmetto from the northbound frontage road, thereby bypassing Miami Lakes Drive.
2. Create an underpass of the Palmetto Expressway at NW 146<sup>th</sup> Street, which would primarily allow those workers in Business Park West who either commute from the east side of Miami Lakes or to points north/east via the Palmetto Expressway, to avoid the Palmetto/Miami Lakes Drive chokepoint. This improvement, by distributing crossing traffic to two different routes, would be even more effective if the northbound ramp/Palmetto Frontage Road were realigned/combined with NW 77<sup>th</sup> Avenue (which is currently lightly used), thereby reducing the number of intersections and further reducing friction points on Miami Lakes Drive.

In addition to providing an additional east-west crossing point, either of these ideas might also allow for less lanes/destruction of green space on Miami Lakes Drive, as currently included in FDOT plans as part of the Palmetto Express project. If so, this would help to preserve a community character more in keeping with Miami Lakes, as well as being more friendly to pedestrians and bicyclists, major goals expressed by the Town.

Another idea expressed is to improve greenway connectivity between the east and west sides of Town, largely via a street outside the Town's boundaries, NW 169<sup>th</sup> Street. The NW 170<sup>th</sup> Street Greenway is completed, the NW 77<sup>th</sup> Court Greenway south of Miami Lakes Drive is funded for Fiscal Year 2018, and, based upon conversations with FDOT, the portion of the NW 77<sup>th</sup> Court Greenway north of Miami Lakes Drive to NW 164<sup>th</sup> Street is likely to be funded and built on an accelerated basis. The most feasible way to connect these is via an FPL easement leading from NW 77<sup>th</sup> Court to NW 169<sup>th</sup> Street and connecting NW 169<sup>th</sup> Street to the NW 170<sup>th</sup> Street Greenway (a greenway along this easement is included in Miami-Dade County's Open Space Master Plan). Assuming this connection is made, it would be logical to utilize NW 169<sup>th</sup> Street to connect to NW 67<sup>th</sup> Avenue just north of the Town's boundary. The Town's Greenways and Trails Master Plan shows an off-road greenway on NW 67<sup>th</sup> Avenue, providing access to Miami Lakes Town Center and a funded greenway on Miami Lakeway.



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

#### **Strategy #4: Targeted Improvements at Trouble Spots**

With one notable exception (redevelopment planning), ideas included in this Strategy seek to provide the most immediate relief for very specific problems, essentially making small investments or operational changes to wring the best possible performance from the current system, as opposed to making fundamental change. These ideas include the increased use of law enforcement personnel to direct traffic at peak times and improve flow through intersections, adding turn lanes or allowing turns from lanes where they are not currently allowed (specific suggestions include an additional right turn only lane on northbound NW 67<sup>th</sup> Avenue at NW 167<sup>th</sup> Street and allowing left turns from the right lane on southbound NW 79<sup>th</sup> Avenue onto eastbound Miami Lakes Drive, the latter of which is already under study) and adding adaptive signal technology, which allows traffic signals to adjust signal timing to respond to actual traffic conditions in real-time.

A more robust, but also more long term, idea is to create a redevelopment plan for the Miami Lakes Drive corridor from the Palmetto Expressway west to NW 82<sup>nd</sup> Avenue, addressing what has been identified as the Town's most severe congestion problem by correcting some of its root problems (in addition to the lack of other east-west connections, as discussed elsewhere) that have been brought on by past lack of planning: namely that there are too many intersections in too short a span, and in some cases are not aligned on the north and south sides of Miami Lakes Drive. This type of redevelopment planning effort will require significant resources, and implementation would take a number of years and be dependent upon the private sector, likely with inducement through land use entitlements and/or public infrastructure improvements to leverage private investment. Along with creating additional east-west connection(s), this idea creates among the greatest opportunities of any discussed in this memorandum, not only to vastly improve transportation, but also to create more valuable and economically beneficial land uses, and to create an aesthetic environment more in keeping with Miami Lakes at the Town's most important and visible gateway. In any case, redevelopment of this area will occur at some point, and whether it is done in a piecemeal fashion or as part of a coordinated plan, with public and private sectors on the same "page," depends on whether the Town takes a proactive approach.

#### **Strategy #5: Provide Mobility Alternatives for Intra-Town Trips**

Strategy #5 – Provide Mobility Alternatives for Intra-Town Trips – consists of a variety of ideas or ways to get to and from destinations within the Town by ways other than single-occupant vehicles. Some ideas include focusing on build-out of the greenways called for in the Greenways and Trails Master Plan, particularly safe pedestrian and bicycle paths to schools; working with the School District and parents of schoolchildren to facilitate carpooling for school drop-off and pickup trips; providing shuttle services to Town events; finding an alternative to the current on-demand bus service, which largely caters to seniors (likely via car sharing services such as Uber, Lyft, etc., assuming that Miami-Dade County legalizes these services); and, increasing the hours of operation of the Town Moover, which is currently limited to only



6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

weekdays between the hours of 6:00 AM – 10:00 AM, and 2:15 PM – 7:00 PM. By expanding the Moover’s hours, the service may become more attractive and/or feasible for some, thereby increasing its use.

### **Conclusion**

As noted above, traffic congestion appears to be the most pressing local issue for Miami Lakes residents and businesses, and there is a widespread perception that the problem is worsening. These concerns and urgency for action led to the Town’s Transportation Summit. It is important to remember, though, that neither this problem, nor calls for action, are limited to Miami Lakes, as demonstrated by a recent series of articles in the *Miami Herald* describing the situation (e.g. “No Way Out: For drivers caught in gridlock, little relief down the road,” May 17, 2015; “Business Slowdown: Traffic jams up South Florida’s economy,” May 17, 2015) and potential out-of-the-box solutions (e.g. “County needs to raise \$102 million for rail line west,” July 28, 2015). Based upon suggestions gathered through the Transportation Summit and the process around it, there does exist potential opportunities to improve the traffic congestion situation in the short term at the margins – basically, ways to get the best possible performance from the existing transportation system. To make a more dramatic improvement in mobility, however, the inescapable reality is that fundamental change in land use and transportation systems are needed, and these will take longer to accomplish.

Besides the public consciousness and official attention being paid to the issue of transportation, there is another major reason that the Town is at a moment of opportunity on the issue: the upcoming Palmetto Express project, currently in the PD&E stage, that will include significant reconstruction of the Palmetto Expressway to accommodate the addition of express lanes. For example, if the Town were to determine that establishing an additional east-west crossing point is in its best interest, this may be its last realistic opportunity to do so for several decades. The project also includes proposed major changes at intersections where the Expressway has access points – in the Town’s case, at Miami Lakes Drive, NW 67<sup>th</sup> Avenue and NW 57<sup>th</sup> Avenue. The ultimate design of these changes will have large impacts on mobility within the Town, and Town leaders must think carefully about the future in evaluating these impacts not only on traffic but also on its “complete streets” concept of pedestrian, bicycle and transit mobility, and its impacts on aesthetics and community character.

The Town, thanks to thoughtful and proactive planning, began as something unique, resisting the bland uniformity that gripped the development of most South Florida suburbs. Unfortunately, pressure to reimpose the bland uniformity is constant and pervasive, manifesting in the transportation realm with calls for more pavement at the expense of green space, road designs that neglect community character and insistence that faster is better and engineering standards that make it difficult or impossible to create walkable places and thereby ensure that transit is mostly for those who have no other choice. The cruel irony of such policies is that, for all the sacrifices they demand of aesthetics and non-auto mobility, they



**6601 Main Street • Miami Lakes, Florida 33014**

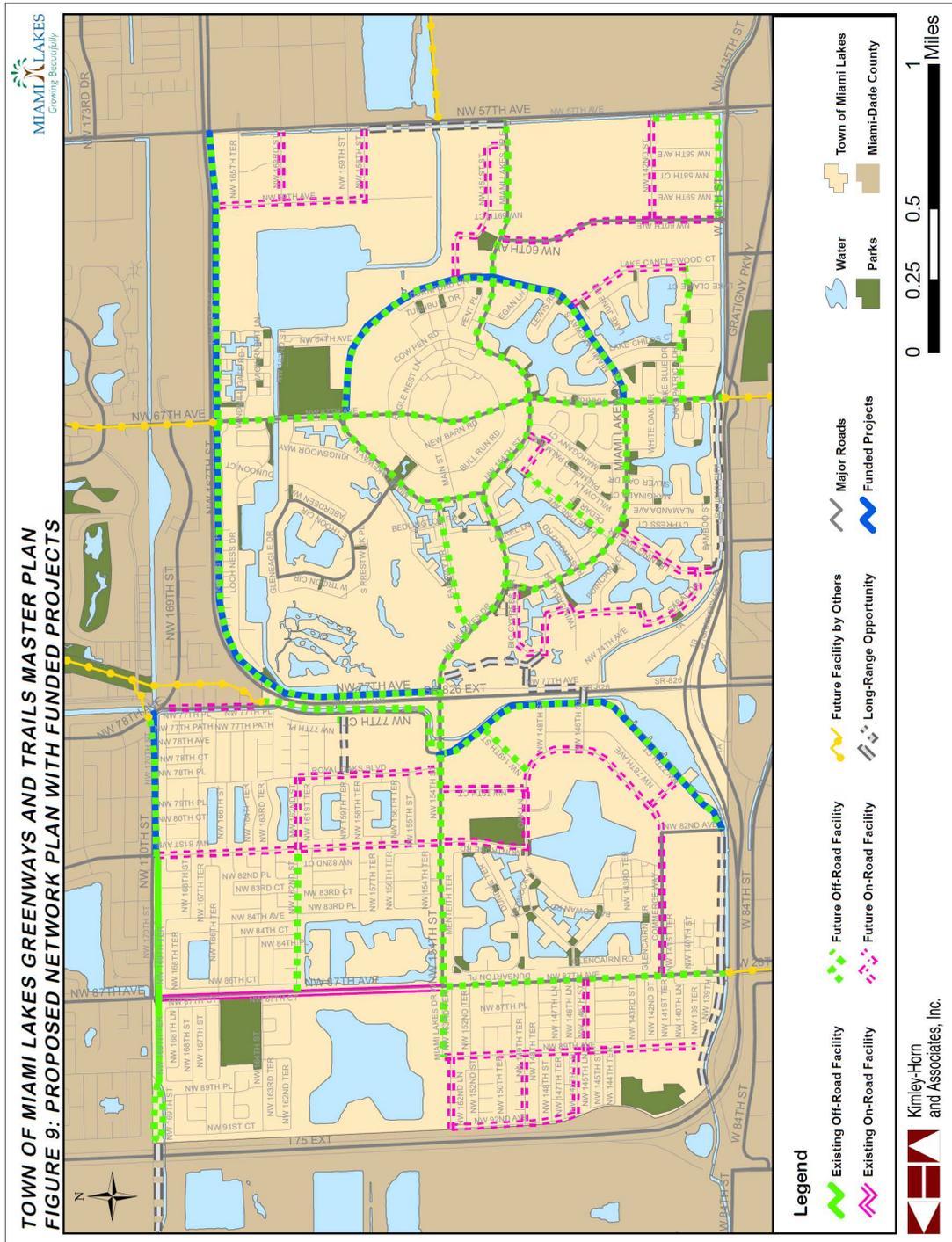
**Office: (305) 364-6100 • Fax: (305) 558-8511**

**Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)**

consistently fail to achieve their goals, as clearly demonstrated by the traffic crisis that exists throughout South Florida and in too many places around the country. At the same time, by ensuring that other modes of transportation are infeasible, dangerous and/or unattractive, these policies force us all to endure the traffic nightmare they have created, and to contribute to it. To create a better future – to not be satisfied with slowly morphing more and more into the conventional patterns that pervade in surrounding areas – the Town must reassert its legacy of proactive planning, demand better and insist on being unique. As the adage goes, “Have a plan, or be a part of someone else’s.”

6601 Main Street • Miami Lakes, Florida 33014  
 Office: (305) 364-6100 • Fax: (305) 558-8511  
 Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

**Exhibit A**



RESOLUTION NO. 15- 1330

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING RECOMMENDATIONS FOR IMPROVEMENT OF TRANSPORTATION IN THE TOWN OF MIAMI LAKES FROM THE TRANSPORTATION SUMMIT; DIRECTING THE TOWN MANAGER TO INTEGRATE THESE RECOMMENDATIONS INTO THE TOWN'S STRATEGIC PLAN; DIRECTING THE TOWN MANAGER TO PURSUE IMPLEMENTATION OF THESE RECOMMENDATIONS AS APPROPRIATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, surveys conducted by the Town as part of its Strategic Planning process indicate that traffic congestion is considered by both residents and businesses to be the most important issue that needs to be addressed; and

**WHEREAS**, both anecdotal evidence and recent news stories indicate that congestion both in the Town and the larger region have worsened significantly recently; and

**WHEREAS**, the Town Council directed Town Staff to facilitate a Transportation Summit to formulate solutions to the Town's transportation challenges in a comprehensive manner; and

**WHEREAS**, the Town held its Transportation Summit on July 31, 2015, including participation from all relevant transportation agencies; and

**WHEREAS**, a number of transportation ideas were generated at the Transportation Summit; and

**WHEREAS**, the Town Council has chosen strategies from among those generated as part of the Transportation Summit process for implementation to improve transportation in the Town of Miami Lakes.

**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. Declaration of Policy and Direction to the Town Manager.** The Town Council hereby declares its support for the strategies listed in Section 3, herein, to improve transportation in the Town of Miami Lakes; hereby directs the Town Manager to integrate these strategies into the Town's Strategic Plan; and, hereby directs the Town Manager to pursue these strategies by appropriate actions including but not limited to: requesting coordination with other local, regional, state and federal agencies; proposing amendments to the Town Code and/or Comprehensive Plan; pursuing grants for planning and services and for design/construction of infrastructure consistent with these strategies; and recommending budget provisions necessary to implement these strategies.

**Section 3. Declaration of Strategies to Pursue.** The Town Council hereby declares that the following strategies should be pursued to improve transportation in the Town of Miami Lakes:

1. Improve traffic signal priority at intersections utilizing technology or more police;
2. Improve pedestrian connections across NW 67th Avenue within Town Center;
3. Dedicate land from the fire station at 16699 NW 67th Avenue for the construction of an exclusive right turn lane from northbound NW 67th Avenue to eastbound NW 167th Street;
4. Improve pedestrian infrastructure to ensure compliance with the Americans with Disabilities Act (ADA) requirements for pedestrian facilities throughout the Town;
5. Amend the Town Code to require that new development and redevelopment include constructing any missing sidewalk sections and/or repairing any damaged sidewalk

sections immediately adjacent to property on which development or redevelopment is occurring;

6. Increase sidewalk widths on arterial and collector streets to eight or ten feet;
7. Facilitate carpooling of trips for drop-off and pick-up of school children;
8. Pursue staggering of start and dismissal times of public schools within the Town;
9. Pursue alternative strategies to the Town's current on-demand bus service;
10. Connect the existing and future greenways on NW 170th Street and NW 67th Avenue via NW 169th Street;
11. Increase marketing of the Town's Moover transit service;
12. Amend the Code to replace the conventional traffic concurrency system with simpler and more effective requirements to mitigate the transportation impacts of new development and redevelopment;
13. Implement "que jumps" for transit vehicles at intersections;
14. Pursue land use strategies to create walkable, mixed-use areas in three strategic locations along Miami Lakes Drive (including 1) Town Center; 2) the area bounded by Miami Lakeway, Miami Lakes Drive, existing and theoretical NW 153rd Street and NW 57th Avenue; and 3) the vicinity of Miami Lakes Drive and NW 79th Court) and, when timing is appropriate, run fast and frequent Moover service between the three. Also consider the future inclusion of the area at the northwest corner of NW 87th Avenue and NW 154th Street, depending upon the type and character of development that may ultimately occur there.
15. Extend NW 59th Avenue south to Miami Lakes Drive.
16. In connection with the extension of the Gratigny Expressway west to the Florida Turnpike, explore the possibility of new interchanges at NW 67th Avenue and NW 87th Avenue.
17. Make improvements to NW 57th Avenue to increase capacity and speed, including possible removal of traffic lights on NW 57th Avenue, in order to make NW 57th Avenue a more attractive alternative to through traffic than NW 67th Avenue.
18. Develop a new underpass of the Palmetto Expressway north of Miami Lakes Drive from the northbound Palmetto Frontage Road to NW 77th Court, allowing motorists exiting from northbound Palmetto Expressway to bypass Miami Lakes Drive; and,

19. Develop a new underpass of the Palmetto Expressway connecting NW 146th Street to NW 77th Avenue.
20. Extend the right turn lane from northbound NW 77<sup>th</sup> Court to eastbound NW 154<sup>th</sup> Street southward to accommodate more vehicle queuing.
21. Create a direct connection from northbound NW 77<sup>th</sup> Court onto the Palmetto Expressway ramps at NW 154<sup>th</sup> Street without the need to access the eastbound through lanes of NW 154<sup>th</sup> Street.
22. Add a traffic light at the intersection of NW 79<sup>th</sup> Court and NW 154<sup>th</sup> Street.
23. Allow left turns from southbound NW 82<sup>nd</sup> Avenue onto eastbound Oak Lane.

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

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**PASSED AND ADOPTED** this 6<sup>th</sup> day of October, 2015.

The foregoing resolution was moved for adoption by Tony Lama The motion was seconded by Nelson Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>YES</u>
Vice Mayor Manny Cid	<u>YES</u>
Councilmember Tim Daubert	<u>YES</u>
Councilmember Tony Lama	<u>YES</u>
Councilmember Ceasar Mestre	<u>YES</u>
Councilmember Frank Mingo	<u>YES</u>
Councilmember Nelson Rodriguez	<u>YES</u>



---

Michael A. Pizzi, Jr.  
MAYOR

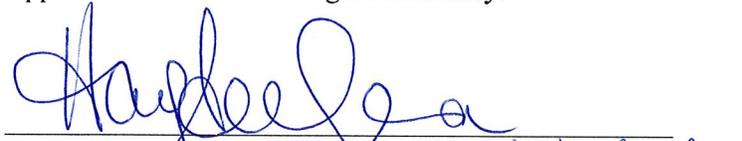
Attest:



---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:



---

Raul Gastesi, Jr. Haydee Sera, Esq.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

Rick Scott  
GOVERNOR



Cissy Proctor  
EXECUTIVE DIRECTOR  
MAY 16 REC'D

May 12, 2016

Mr. Brandon R. Schaad, AICP, LEED AP  
City of Miami Lakes Planning, Zoning and  
Code Compliance  
6601 Main Street  
Miami, Florida 33014

Dear Mr. Schaad:

Thank you for submitting the City of Miami Lakes' proposed comprehensive plan amendments submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is **Miami Lakes 16-1ESR**.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than **June 11, 2016**.

If you have any questions please contact Anita Franklin, Senior Plan Processor at (850) 717-8486 or Adam Biblo, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850) 717-8503.

Sincerely,

D. Ray Eubanks, Administrator  
Plan Review and Processing

DRE/af

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

**MEMORANDUM**

**TO:** Suzanne Ray, DEP  
Deena Woodward, DOS  
Tracy Suber, DOE  
Terry Manning, South Florida WMD  
Isabel Cosio Carballo, South Florida RPC  
Ken Jeffries, FDOT6  
Miami-Dade County

**DATE:** May 12, 2016

**SUBJECT:** EXPEDITED STATE REVIEW PROCESS

**COMMENTS FOR PROPOSED COMPREHENSIVE PLAN AMENDMENT**

**LOCAL GOVERNMENT/ STATE LAND PLANNING AGENCY AMENDMENT #:**

**Miami Lakes 16-1ESR**

**STATE LAND PLANNING AGENCY CONTACT PERSON/PHONE NUMBER:**

**Adam Biblo/850-717-8503**

The referenced proposed comprehensive plan amendment is being reviewed pursuant the Expedited State Review Process according to the provisions of Section 163.3184(3), Florida Statutes. Please review the proposed documents for consistency with applicable provisions of Chapter 163, Florida Statutes.

Please note that your comments must be sent directly to and received by the above referenced local government within 30 days of receipt of the proposed amendment package. A copy of any comments shall be sent directly to the local government and ALSO to the Department of Economic Opportunity to the attention of Ray Eubanks, Administrator, Plan Review and Processing at the Department E-mail address: [DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com)

Please use the above referenced State Land Planning Agency AMENDMENT NUMBER on all correspondence related to this amendment.

**Note: Review Agencies -** The local government has indicated that they have mailed the proposed amendment *directly to your agency*. See attached transmittal letter. *Be sure to contact the local government if you have not received the amendment*. Also, letter to the local government from State Land Planning Agency acknowledging receipt of amendment is attached.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



**TOWN OF MIAMI LAKES  
PLANNING, ZONING, AND CODE COMPLIANCE**

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

RECEIVED  
Bureau of Community Planning

MAY 12 2016

Div. of Community Development  
Dept. of Economic Opportunity

May 6, 2016

Ray Eubanks, Plan Processing Administrator  
State Land Planning Agency  
Caldwell Building  
107 East Madison – MSC 160  
Tallahassee, Florida 32399-4120

**Subject: Town of Miami Lakes - Proposed Amendments to the Transportation Element and the Capital Improvements Element of the Town's Comprehensive Plan**

Dear Mr. Eubanks:

The Town of Miami Lakes is pleased to submit proposed amendments to the Transportation Element and the Capital Improvements Element of its Comprehensive Plan, which are the result of extensive transportation planning efforts that the Town has undertaken. The proposed plan amendments would incorporate the results of the transportation and mobility planning by the Town and its partners, including the Town's recently adopted 2016-2026 Strategic Plan, the Town's 2015 Transportation Summit planning process, the Greenways and Trails Master Plan and the Commute Trip Reduction Plan. The results are a serious shift in focus from automobile centric policies to a comprehensive set of strategies designed to provide greater focus on all modes of transportation, increase connectivity between different parts of Town and replace traditional traffic concurrency with a multi-modal mobility fee. These text amendments are included as "Exhibit 1" of this package. Additionally, the proposed amendments would replace the entire Transportation Element Map Series with those maps presented in "Exhibit 2" of this package. The proposed plan amendments are being submitted under the Expedited State Review Process.

The Town's Planning and Zoning Board, acting in its capacity as the Local Planning Agency (LPA), held a properly advertised public hearing on April 27, 2016, and by a vote of 6-0 recommended approval of the proposed amendments. The Town Council held a properly advertised public hearing on May 3, 2016, and voted 7-0 to transmit the proposed amendments. The Town anticipates adoption of these amendments in July 2016.

The proposed amendments have also been submitted to the appropriate review agencies as required by statute, specifically the South Florida Regional Planning Council, the South Florida Water Management District, Miami-Dade County, the Florida Department of Transportation, the Florida Department of Environmental Protection and the Florida Department of State. In all cases, submission occurred on May 6, 2016.

I, Brandon Schaad, Town Planner, am the local contact person for these amendments. I can be reached by phone at 305-512-7128, by fax at 305-558-8511 and by email at schaad@miamilakes-fl.gov. My address is 6601 Main Street, Miami Lakes, FL 33014. Please do not hesitate to contact me with any comments, questions or concerns.

Sincerely,



Brandon R. Schaad, AICP, LEED AP  
Director of Planning

cc:

Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council (via email)

Terry Manning, AICP, Policy and Planning Analyst, South Florida Water Management District (via email)

Mark Woerner, Assistant Director for Planning, Planning Division, Miami-Dade County (via email)

Kenneth Jeffries, Florida Department of Transportation, District Six (via email)  
Department of Environmental Protection (via email)

Deena Woodward, Historic Preservation Planner, Florida Department of State (via email)

**Rick Scott**  
GOVERNOR



**JUN 08 REC'D**

**Cissy Proctor**  
EXECUTIVE DIRECTOR

**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**

June 10, 2016

The Honorable Michael Pizzi  
Mayor, Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

Dear Mayor Pizzi:

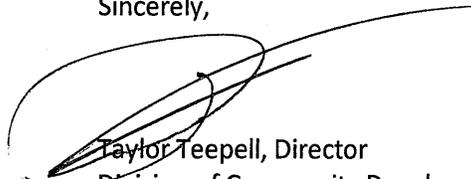
The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the Town of Miami Lakes (Amendment No. 16-1ESR), which was received on May 12, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

The Town is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the Town. If other reviewing agencies provide comments, we recommend the Town consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Erin Schaefer, at (850) 717-8498, or by email at [Erin.Schaefer@deo.myflorida.com](mailto:Erin.Schaefer@deo.myflorida.com).

Sincerely,



Taylor Teepell, Director  
Division of Community Development

TT/es

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Brandon R. Schaad, AICP, LEED AP, Director of Planning, Town of Miami Lakes  
Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS**

**FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ Department of Economic Opportunity identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

\_\_\_\_\_ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

## Brandon R. Schaad

---

**From:** Ray, Suzanne E. <Suzanne.E.Ray@dep.state.fl.us>  
**Sent:** Tuesday, May 24, 2016 9:46 AM  
**To:** Brandon R. Schaad; DCPexternalagencycomments  
**Subject:** Miami Lakes 16-1ESR Proposed

To: Brandon Schaad, Town Planner

Re: Miami Lakes 16-1ESR – Expedited Review of Proposed Comprehensive Plan Amendment

**\*Please note the new contact information below.**

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Feel free to contact me at [Suzanne.e.ray@dep.state.fl.us](mailto:Suzanne.e.ray@dep.state.fl.us) or (850) 717-9037 for assistance or additional information. Please send all amendments, both proposed and adopted, to [plan.review@dep.state.fl.us](mailto:plan.review@dep.state.fl.us) or

Florida Department of Environmental Protection  
Office of Intergovernmental Programs, Plan Review  
2600 Blair Stone Rd. MS 47  
Tallahassee, Florida 32399-2400





*Florida Department of Transportation*

**RICK SCOTT**  
GOVERNOR

1000 NW 111 Avenue  
Miami, FL 33172

**JIM BOXOLD**  
SECRETARY

May 20, 2016

Brandon R. Schaad, AICP  
Director of Planning  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

**Subject: Comments for the Town of Miami Lakes Amendment to the Transportation Element and Capital Improvement Element of the Town's Comprehensive Plan #16-1ESR**

Dear Mr. Schaad:

The Florida Department of Transportation, District Six, completed a review of the proposed amendment to the Town's Comprehensive Plan regarding its Transportation Element and Capital Improvement Element. The Town of Miami Lakes intends to revamp both elements, with the Transportation Element revised to focus upon multi-modal mobility. Further, the Town proposes to replace their transportation concurrency program with a multi-modal mobility fee.

Below are select changes to the Transportation Element as they relate to Strategic Intermodal System (SIS) facilities and items that may be considered facilities of state importance.

- *Policy 2.2.1 of the Transportation Element retains the level of service standard for SIS facilities. The FDOT LOS standard as outlined in FDOT Planning Topic No. 525-000-006a remains unchanged and continues to be referenced.*
- *Pursuant to the proposed Policy 2.2.2 of the Transportation Element, comprehensive plan amendments must submit a mobility plan analysis (rather than a traffic impact analysis).*

- *Per Transportation Element Policy 2.1.7, the Town shall work with MDX, MPO, and others to obtain interchanges at Gratigny Expressway and NW 67 Avenue, and at NW 87 Avenue.*
- *Per Transportation Element Policy 2.8.1, the Town has prioritized improvements to address traffic congestion, such as a “slip ramp” connecting NW 77 Court to Palmetto Expressway southbound. It also specifies installing adaptive traffic signal control on NW 154 Street west of Palmetto Expressway.*
- *Planned mobility improvement projects are listed in Table 2-1 of the Transportation Element. These include capacity enhancements at the interchange of Palmetto Expressway and Ludlam Road; and at Palmetto Expressway and Red Road. Also listed is the addition of an underpass of Palmetto Expressway north of Miami Lakes Drive.*
- *Per the Capital Improvement Element, Policy 8.3.1, impacts shall be mitigated via a mobility fee. The mobility fee will be adopted into the Town’s Land Development Code.*

The District reviewed the amendment package per Chapter 163 Florida Statutes to evaluate adverse impacts to SIS facilities. The following comments are offered.

- 1) A mobility plan analysis is proposed to be required as part of any comprehensive plan amendment. Please provide details regarding the contents of such a mobility plan analysis, and how such an analysis will be used to mitigate project impacts. Also, please provide information regarding the construction and/or funding mechanisms of the identified improvements.
- 2) Because SIS facilities border the Town, transportation analysis prepared in support of comprehensive plan amendments and development applications must provide a quantitative evaluation of vehicular impacts at interchanges, as well as the SIS facility itself. Please provide additional information outlining how the Town intends to evaluate and mitigate impacts to the nearby SIS facilities.
- 3) It is unclear if a mobility fee is a financially viable alternative to fund multi-modal improvements to mitigate impacts from proposed development. Please provide

Mr. Brandon R. Schaad  
May 20, 2016  
Page 3

additional information regarding the financial needs of such improvements, and the corresponding mobility fees needed to construct the improvements.

Please contact me at 305-470-5445 if you have any questions concerning our response.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Jeffries".

Kenneth Jeffries  
Transportation Planner

Cc: Harold Desdunes, P.E., Florida Department of Transportation, District 6  
Dat Huynh, PE, Florida Department of Transportation, District 6  
Lisa Colmenares, AICP, Florida Department of Transportation, District 6  
Ray Eubanks, Department of Economic Opportunity

## Brandon R. Schaad

---

**From:** Jeffries, Ken <Ken.Jeffries@dot.state.fl.us>  
**Sent:** Thursday, July 14, 2016 9:56 AM  
**To:** Brandon R. Schaad; Penfield, Eric (Eric.Penfield@rsandh.com)  
**Subject:** RE: Town of Miami Lakes #16-1ESR

Hi Brandon – I agree with the approach. You have addressed the outstanding comments. Thank you.  
Ken

Kenneth Jeffries  
Transportation Planner  
Intermodal Systems Development  
Florida Department of Transportation, District 6  
Adam Leigh Cann Building  
1000 NW 111<sup>th</sup> Avenue, Room 6111-A  
Miami, Florida 33172  
Phone # (305) 470-5445  
Email: [Ken.Jeffries@dot.state.fl.us](mailto:Ken.Jeffries@dot.state.fl.us)



---

**From:** Brandon R. Schaad [mailto:[schaadb@miamilakes-fl.gov](mailto:schaadb@miamilakes-fl.gov)]  
**Sent:** Wednesday, July 13, 2016 2:53 PM  
**To:** Jeffries, Ken; Penfield, Eric (Eric.Penfield@rsandh.com)  
**Subject:** RE: Town of Miami Lakes #16-1ESR

Hi Ken & Eric,

Regarding comments #1 and #2 of FDOT's 5-20-2016 letter, below is how I propose to revise Policy 2.2.2 to address, with new additions shown in double underline.

**Policy 2.2.2:** All applicants ~~(except those involving five single-homes or less)~~ for Future Land Use Map (FLUM) amendments or other comprehensive plan amendments that would change development rights for specific properties, ~~rezonings and/or site plan approvals~~ are required to provide a mobility traffic impact analysis study, utilizing professionally acceptable methodologies to demonstrate how the amendment will impact the Town's goal, objectives and policies of this element, prepared by a registered traffic engineer, as part of the development review process to show how the adopted LOS on area roadways will be maintained. Additionally, the mobility analysis study shall include a traffic analysis sufficient to determine if the proposed amendment would significantly affect one or more SIS facilities, including interchanges where applicable. Where it is determined that

there would be significant impact to one or more SIS facilities, a more detailed traffic analysis shall be required, as well as coordination with any affected agency for mitigation of those impacts.

Regarding comment #3, here is further explanation of how improvements proposed to be included in the Transportation Element would be funded:

Needed transportation projects to meet the Town's mobility goals by 2030 are included in the Table 2-1 proposed to be made part of the Transportation Element (which was included in the original transmittal). The table includes cost estimates, which total approximately \$26,100,000 (in 2016 dollars). The Town has been awarded grants partially covering some of these projects for \$2,000,000. Additionally, based on past experience, it is projected that half of greenways projects will be covered by grant funding, which results in a projection of an additional \$2,200,000 in grant funding, leaving a total cost to the Town of \$21,900,000. Town funding (aside from the mobility fee) will be dedicated totaling approximately \$11,200,000 (assuming 70 percent of the non-transit portion of People's Transportation Plan funding - totaling \$8,925,000 - and the \$0.03 gas tax totaling \$2,250,000). Subtracting \$11,175,000 in existing funding sources from the Town's cost of \$21,900,000 leaves \$10,700,000 to be covered by the mobility fee over the next 15 years.

Next, development over the next 15 years was projected by amount and type. To make these projections, it is assumed that existing approvals are built per their approvals, that remaining vacant land is built per the type and average density/intensity that have occurred in the Town in the same future land use categories and that, given that the Town is nearing built-out, that for those properties already developed, that 10 percent of redevelopment capacity, under existing Comprehensive Plan allowances, is utilized. The resulting levels of increased development by land use type and associated increase in daily trips is presented in the following table.

Land Use Type	Amount	Increase in Person-Trips
Residential	1600 units (256 single family, 230 townhouse, 1114 multifamily)	12,097
Office	218,928	2,613
Commercial	827,956	45,413
Industrial	889,611	6,709
<b>Total</b>		<b>66,832</b>

Dividing the cost of improvements to be included in the calculation per above (\$10,700,000) by the projected increase in daily person-trips (66,832) results in a cost per daily trip of \$160, which will be the rate per daily person-trip of the mobility fee.

Please let me know if you have any questions or want to discuss further. Feel free to call me on my direct line at 305-512-7128.

Thanks,  
Brandon

---

**From:** Jeffries, Ken [<mailto:Ken.Jeffries@dot.state.fl.us>]  
**Sent:** Friday, July 08, 2016 2:14 PM  
**To:** Brandon R. Schaad; Penfield, Eric ([Eric.Penfield@rsandh.com](mailto:Eric.Penfield@rsandh.com))  
**Subject:** RE: Town of Miami Lakes #16-1ESR

Kenneth Jeffries  
Transportation Planner  
Intermodal Systems Development  
Florida Department of Transportation, District 6  
Adam Leigh Cann Building  
1000 NW 111<sup>th</sup> Avenue, Room 6111-A  
Miami, Florida 33172  
Phone # (305) 470-5445  
Email: [Ken.Jeffries@dot.state.fl.us](mailto:Ken.Jeffries@dot.state.fl.us)



---

**From:** Jeffries, Ken  
**Sent:** Friday, May 20, 2016 2:56 PM  
**To:** 'Brandon R. Schaad'  
**Cc:** Desdunes, Harold; Huynh, Dat; Colmenares, Lisa; 'Ray.Eubanks@deo.myflorida.com'; DCPexternalagencycomments ([DCPexternalagencycomments@deo.myflorida.com](mailto:DCPexternalagencycomments@deo.myflorida.com))  
**Subject:** Town of Miami Lakes #16-1ESR

Dear Mr. Schaad:

Pls see the attached correspondence.

Sincerely,

Kenneth Jeffries  
Transportation Planner  
Intermodal Systems Development  
Florida Department of Transportation, District 6  
Adam Leigh Cann Building  
1000 NW 111<sup>th</sup> Avenue, Room 6111-A  
Miami, Florida 33172  
Phone # (305) 470-5445  
Email: [Ken.Jeffries@dot.state.fl.us](mailto:Ken.Jeffries@dot.state.fl.us)



The Florida Department of Transportation is a  
Please visit our [job website](#) or call me to learn more

## Brandon R. Schaad

---

**From:** Manning, Terese <tmanning@sfwmd.gov>  
**Sent:** Friday, June 10, 2016 3:45 PM  
**To:** Brandon R. Schaad  
**Cc:** Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); Adam Antony Biblo (adam.biblo@deo.myflorida.com); Isabel Cosio Carballo (isabelc@sfrpc.com); Isabel Cosio Carballo (Business Fax); Mark R. Woerner (mwoerner@miamidade.gov)  
**Subject:** Miami Lakes Proposed Comprehensive Plan Amendment #16-1ESR

Dear Mr. Schaad:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from the Town of Miami Lakes (Town). The amendment package includes amendments to the Transportation and Capital Improvements Elements of the Town's Comprehensive Plan. There appear to be no regionally significant water resource issues; therefore, the District has no comments on the proposed amendment package.

The District offers its technical assistance to the Town and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the Town's future water supply needs and to protect the region's water resources. Please forward a copy of the adopted amendments to the District. Please contact me if you need assistance or additional information.

Sincerely,

Terry Manning, Policy and Planning Analyst  
South Florida Water Management District  
Water Supply Implementation Unit  
3301 Gun Club Road, MSC 4222  
West Palm Beach, FL 33406  
Phone: 561-682-6779  
Fax: 561-681-6264  
E-Mail: [tmanning@sfwmd.gov](mailto:tmanning@sfwmd.gov)

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking on this [link](#).



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** PHSP2016-0003 Orialis Gamayo

**Date:** July 26, 2016

---

### **Recommendation:**

Staff recommends *approval with conditions* of a request for site plan approval to allow the additional of enclosed, air conditioned space to an existing townhouse, Recommended conditions are as follows:

1. The Application's approval is only for improvements specifically indicated on submitted plans as follows: the "Permit Set" consisting of five sheets, prepared by Sixsides Architecture, Inc., dated 10-21-15. Indicated improvements shall be completed in substantial compliance with these plans, with respect to the townhouse footprint, façade and amount of enclosed floor area. Any changes to the floor plan that would have the effect of adding a bedroom, or that would be beyond a Level One alteration per the Florida Building Code in effect as of the date of this approval, will require an additional site plan amendment.
2. The Applicant shall obtain a building permit for construction of improvements as approved herein within one (1) year of the date of issuance of a final development order, unless an extension is properly granted by the Building Department. If a building permit is not obtained, or an extension granted within the prescribed time limit, this approval shall become null and void.
3. In accordance with Subsection 13-444(20)a., the paint color on the exterior of the townhouse shall be consistent with the townhouse itself and the townhouse development.
4. The hours of construction and associated noise shall comply with the Town of Miami Lakes Noise Ordinance No. 04-50.

### **Background:**

See attached Staff Analysis.

**Attachments:**

**Staff Analysis and Recommendation**

**Resolution**

**Proposed Site Plan**

**Survey**

**Property Pictures**

**HOA Letter of Approval**

**Backup Materials**



Department of Planning, Zoning and Code Compliance  
6601 Main Street • Miami Lakes, Florida 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)

---

### Staff Analysis and Recommendation

---

**To:** Honorable Mayor and Members of the Town Council

**From:** Alex Rey, Town Manager

**Subject:** **HEARING NUMBER:** PHSP2016-0003  
**APPLICANT:** Orialis Gamayo  
**FOLIO:** 32-2013-004-0100  
**LOCATION:** 16336 Oak Walk  
Miami Lakes, Florida  
**ZONING DISTRICT:** RU-TH – Townhouse District  
**FUTURE LAND USE:** Low-Medium Density Residential

**Date:** July 26, 2016

---

#### REQUEST(S)

In accordance with the Town of Miami Lakes Land Development Code (the “Code”), Orialis Gamayo (the “Applicant”) is requesting the following Site Plan approval:

1. A Site Plan amendment to allow the addition of enclosed, air-conditioned space in the RU-TH Zoning District [Section 13-445(2)d.].

**Background**

**Zoning District of Property:**      RU-TH, Townhouse District

**Future Land Use Designation:**      Low-Medium Density Residential

**Subject Property:**

The subject property is located at 16336 Oak Walk in Windmill Gate. In the vicinity are Windmill Gate Shopping Center to the west and Optimist Park to the south.

**Surrounding Property:**

	<b>Land Use Designation</b>	<b>Zoning District</b>
<b>North:</b>	Low-Medium Density Residential	RU-TH, Townhouse District
<b>South:</b>	Low-Medium Density Residential	RU-TH, Townhouse District
<b>East:</b>	Low-Medium Density Residential	RU-TH, Townhouse District
<b>West:</b>	Low-Medium Density Residential	RU-TH, Townhouse District

**Subject Property Location Map:**



Not to Scale

**A. Open Building Permit(s) / Open Code Compliance Violation(s) / Zoning History:**

**Open Building Permits:** BLR2016-0228 for exterior alteration is on review.

**Open Code Compliance Violations:** none.

**Zoning History:** The townhouse was built in 1978. It is zoned RU-TH (Townhouse District) with an underlying Future Land Use of Low-Medium Density Residential. The area is residential in nature and in the vicinity of Windmill Gate Shopping Center to the west and Optimist Park to the south.

## SUMMARY OF PROPOSAL AND STAFF ANALYSIS

### Summary

The Applicant is proposing to enclose an existing 97.4 square foot entryway in the front of the townhouse to create additional enclosed, air-conditioned, living space.

Per Section 13-445(2)d. of the Code, additions of enclosed, air-conditioned space are not permitted through the minor site plan amendment process but, require a public hearing and approval by the Town Council.

### Analysis

Subsection 13-304(h) of the Land Development Code provides specific criteria for review of a site plan. These criteria are listed below, with Staff Comments for each:

- (1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.

**Staff Comment:** This proposal is consistent with Comprehensive Plan Future Land Use Element, Policy 1.1.2 and the Low-Medium Density (LD) Future Land Use Category (FLUC) described in said policy that states it allows a range of density from a minimum of 5.0 to a maximum of 13 dwelling units per acre and that the types of housing typically found in this FLUC are single-family homes, townhouses and low-rise apartments. Staff has not identified any provisions of the Comprehensive Plan with which the proposed site plan amendment is not consistent.

Section 13-441 of the Town LDC states the purpose and intent of the RU-TH Zoning District as follows:

It is the purpose and intent of this division to provide a townhouse zoning district in order to permit separate ownership of one-family dwelling units upon compliance with certain rules, regulations and standards, and to authorize the grouping of separately owned, one-family dwelling units into a group of townhouses in such a manner as to make efficient, economical and aesthetically pleasing use of land, so restricted that the same will be continually well-maintained in order to preserve the health, welfare, safety, morals and convenience of the neighborhood and surrounding area. The provisions of this division apply to the RU-TH Townhouse District.

Staff finds that the proposed addition at this existing townhouse is consistent with the purpose and intent of the RU-TH Zoning District as stated above.

- (2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

**Staff Comment:** The development regulations for the RU-TH district contained in Section 13-444 addresses densities, common open space, grouping length, minimum unit size, height, development site size, lot area of each unit, front yard requirements and parking, rear yard requirements, side yards requirements, street frontage, utilities and services, parking areas, street right-of-way width and improvements, fences and walls, patio walls, awnings and patio coverings, patios and service areas, accessory buildings and structures, building and roof colors and air conditioning units. Of these requirements, the only one that may be affected by the subject proposal is the building color. Staff has proposed a condition to ensure compliance with this requirement, which will ensure that the paint color will be consistent with the unit itself and those of the remainder of the community.

Additionally, Subsection 13-445(2)d. states that “Additions of enclosed, air-conditioned space is not permitted through the minor amendment process and requires site plan approval through a public hearing.” This requirement is met through holding this public hearing.

- (3) In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.

**Staff Comment:** The proposed addition will have no impact on the design and construction of streets, utility facilities or other essential services.

- (4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:
- a. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.
  - b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impacts on residential development.
  - c. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
  - d. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways

and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.

- e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.
- f. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
- g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.
- h. Design of the site shall ensure adequate access for emergency vehicles and personnel.
- i. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

**Staff Comment:** With respect to “a.” and “e.” above, Staff finds that the proposed addition is in harmony with the remainder of the development in terms of architecture and scale. The Windmill Gate Homeowner’s Association has approved the request to enclose the existing exterior terrace in the front yard of the townhouse. None of the other provisions as cited above are affected by this application.

- (5) In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

**Staff Comment:** The application conforms with the Towns’ requirements concerning sufficiency of ownership. The proposed private improvements will be guaranteed through the building permit process. The nature of the proposed improvements does not require any public improvements on the part of the applicant.

## RECOMMENDATION

Therefore, based on the above analysis and other factors contained in this report, Staff recommends ***approval, subject to conditions.***

## CONDITIONS

1. The Application's approval is only for improvements specifically indicated on submitted plans as follows: the "Permit Set" consisting of five sheets, prepared by Sixsides Architecture, Inc., dated 10-21-15. Indicated improvements shall be completed in substantial compliance with these plans, with respect to the townhouse footprint, façade and amount of enclosed floor area. Any changes to the floor plan that would have the effect of adding a bedroom, or that would be beyond a Level One alteration per the Florida Building Code in effect as of the date of this approval, will require an additional site plan amendment.
2. The Applicant shall obtain a building permit for construction of improvements as approved herein within one (1) year of the date of issuance of a final development order, unless an extension is properly granted by the Building Department. If a building permit is not obtained, or an extension granted within the prescribed time limit, this approval shall become null and void.
3. In accordance with Subsection 13-444(20)a., the paint color on the exterior of the townhouse shall be consistent with the townhouse itself and the townhouse development.
4. The hours of construction and associated noise shall comply with the Town of Miami Lakes Noise Ordinance No. 04-50.

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING WITH CONDITIONS A REQUEST IN ACCORDANCE WITH SECTION 13-304 AND SECTION 13-445 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN AMENDMENT FOR THE ADDITION OF ENCLOSED AIR-CONDITIONED SPACE TO AN EXISTING TOWNHOUSE UNIT; FOR PROPERTY LOCATED AT 16336 OAK WALK, MIAMI LAKES, FLORIDA; FOLIO NUMBER 32-2013-004-0100, IN THE RU-TH 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 Subsection 13-445(2)d and Section 13-304 of the Town of Miami Lakes (“Town”) Land Development Code (“LDC”), Orialis Gamayo (the “Applicant”) has applied to the Town for approval of a Site Plan Amendment to allow additional enclosed air-conditioned space in the RU-TH (Townhouse Residential) Zoning District, for property located at 16336 Oak Walk, Miami Lakes, Florida, Folio # 32-2013-004-0100; and

**WHEREAS**, Subsection 13-304 of the Town LDC sets forth the authority of the Town Council to consider and act upon an application for a Site Plan Amendment; and

**WHEREAS**, in accordance with Subsection 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record and the hearing was duly advertised in the newspaper; the public hearing on the proposed Site Plan Amendment and Variances was noticed for Tuesday, July 26, 2016, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida; and 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 with conditions of the request for a Site Plan Amendment, 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 Subsection 13-304(h), the Town Council finds that the Applicant does meets the criteria for Site Plan Amendment approval which are as follows:

- (1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.
- (2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.
- (3) In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.
- (4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:
  - a. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.
  - b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-

residential development shall be routed so as to minimize impacts on residential development.

- c. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.
- d. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.
- e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.
- f. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.
- g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.
- h. Design of the site shall ensure adequate access for emergency vehicles and personnel.
- i. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

- (5) In what respects the plan is or is not in conformance with the Town policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

**Section 3. Approval of Site Plan Amendment.** The Site Plan Amendment request to allow additional enclosed air-conditioned space in the RU-TH (Townhouse Residential) Zoning District is hereby approved with conditions as set out in Section 4.

**Section 4. Conditions of Approval.** The Site Plan Amendment and Variances are approved subject to the following conditions:

- 1. The Application's approval is only for improvements specifically indicated on submitted plans as follows: the "Permit Set" consisting of five sheets, prepared by Sixsides Architecture, Inc., dated 10-21-15. Indicated improvements shall be completed in substantial compliance with these plans, with respect to the townhouse footprint, façade and amount of enclosed floor area. Any changes to the floor plan that would have the effect of adding a bedroom, or that would be beyond a Level One alteration per the

Florida Building Code in effect as of the date of this approval, will require an additional site plan amendment.

2. The Applicant shall obtain a building permit for construction of improvements as approved herein within one (1) year of the date of issuance of a final development order, unless an extension is properly granted by the Building Department. If a building permit is not obtained, or an extension granted within the prescribed time limit, this approval shall become null and void.
3. In accordance with Subsection 13-444(20)a., the paint color on the exterior of the townhouse shall be consistent with the townhouse itself and the townhouse development.
4. The hours of construction and associated noise shall comply with the Town of Miami Lakes Noise Ordinance No. 04-50.

**Section 5. Violation 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 he must comply with all other applicable requirements of the Town LDC before he 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 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

---

Michael A. Pizzi, Jr.  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

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

**EXTERIOR RENOVATIONS TO:  
ORIALIS GAMAYO  
16336 OAK WALK  
MIAMI LAKES , FL 33014**

EXTERIOR RENOVATIONS TO:  
ORIALIS GAMAYO  
16336 OAK WALK  
MIAMI LAKES , FL 33014

PROJECT:

**PERMIT SET**

SIXSIDES ARCHITECTURE, INC.  
AA26002922

Daniel Gomez, R.A.  
AR94826  
3436 N. MIAMI AVE, #2  
MIAMI, FL 33127  
o. 786.683.3821  
M. 305.610.1333  
dgomez@sixsidesinc.com

SEAL:

COPYRIGHT © 2015

ALL RIGHTS RESERVED. THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT, WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED OR NOT. THEY ARE NOT TO BE USED IN ANY OTHER MANNER ON OTHER PROJECTS OR EXTENDING TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION. REPRODUCTION OF SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.

REVISED:


--

1509160G

10/21/2015

--

**PROJECT DATA:**

ALTERATIONS FOR:  
ORIALS GAMAYO  
16336 OAK WALK, MIAMI LAKES, FL 33014

**PROPERTY ADDRESS & FOLIO NUMBER:**

16336 OAK WALK, MIAMI LAKES, FL 33014

FOLIO NO: 32-2013-004-0100

**PROPERTY OWNER:**

ORIALS GAMAYO  
16336 OAK WALK, MIAMI LAKES, FL 33014

**FULL LEGAL DESCRIPTION:**

MIAMI LAKES WINDMILL GATE SEC PB 103-41 LOT 10 BLK 1 & PROP INT IN & TO COMMON ELEMENTS LOT SIDE SITE VALUE OR 17962-1367 0198 1 F/A/U 30-2013-004-0100

**LOCATION MAP:**



**SCOPE OF WORK:**

THIS SCOPE OF WORK IS INTENDED TO PROVIDE A GENERAL DESCRIPTION OF THE WORK PROPOSED. THE PROJECT ENCOMPASSES AN ENCLOSURE OF AN EXISTING EXTERIOR TERRACE OF ONE STORY RESIDENCE AND IS AS FOLLOWS:  
ENCLOSURE EXISTING EXTERIOR TERRACE.

**APPLICABLE CODES & DESIGN CRITERIA:**

THE FOLLOWING DRAWINGS & SPECIFICATIONS WERE PREPARED USING:  
2014 FLORIDA BUILDING CODE & 2014 FLORIDA FIRE PREVENTION CODE

**OCCUPANCY CLASSIFICATION:**

THE OCCUPANCY CLASSIFICATION OF THE SUBJECT PROPERTY IS:  
RESIDENTIAL GROUP R-2  
AS PER, FBC-2014, SECTION 310.4)

**CONSTRUCTION CLASSIFICATION:**

THE CONSTRUCTION CLASSIFICATION OF THE SUBJECT PROPERTY IS:  
TYPE II-A  
AS PER, FBC-2014, SECTION 602.2

**CLASSIFICATION OF WORK:**

THE CLASSIFICATION OF WORK PROPOSED IS:  
LEVEL 2 ALTERATION  
AS PER, FBC-2014, CHAPTER 4, SECTION 404

**ZONING LEGEND:**

EXISTING ZONING CLASSIFICATION:	RU-TH
LAND USE:	12 - TOWNHOUSES.
BUILDING SETBACKS FRONT :	43'-6" (NO CHANGE)
SIDE STREET :	NO APPLICABLE
REAR :	NO APPLICABLE
SIDE :	NO APPLICABLE
LOT AREA:	1,319 S.F.
EXISTING FIRST FLOOR AREA (UNDER A/C):	792 S.F.
PROPOSED FLOOR AREA (UNDER A/C):	97.4 S.F.

**SHEET INDEX:**

ARCHITECTURAL DRAWINGS:	
A0.0	TITLE SHEET, GENERAL NOTES & PROJECT DATA & INFORMATION
A0.1	SITE PLAN
A1.0	DEMOLITION / FLOOR PLAN / ROOF PLAN
A1.1	ELEVATION / SECTION / DETAILS

- GENERAL NOTES:**
- THE TERMS GENERAL CONTRACTOR , CONSTRUCTION CONTRACTOR , CONTRACTOR SHALL BE UNDERSTOOD TO BE THE SAME AND UNLESS SPECIFICALLY NOTED OTHERWISE.
  - THE GENERAL CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS, DIMENSIONS AND DETAILS PRIOR TO CONSTRUCTION, AND AS ANTICIPATED OR INFERRED PRIOR TO PRICING OR BIDDING.
  - THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES OR OMISSIONS, WHICH WOULD INTERFERE WITH THE SATISFACTORY EXECUTION OF DESIGN AND/OR COMPLETION OF THE WORK, PRIOR TO THE START OF ANY AND ALL WORK.
  - GENERAL CONTRACTOR SHALL REVIEW AND BE FAMILIARIZED WITH THE DRAWINGS & SPECIFICATIONS AND WITH THE CONDITIONS AT THE PLACE WHERE THE WORK IS TO BE PERFORMED AFFECTING SUCH DRAWINGS AND SPECIFICATIONS. T
  - HE GENERAL CONTRACTOR IS RESPONSIBLE TO DISTRIBUTE THE APPROPRIATE DOCUMENTS TO THE SUBCONTRACTORS AND VENDORS IN ORDER TO COORDINATE WITH OTHER TRADES AFFECTING THE COMPLETION OF THEIR WORK.
  - THE GENERAL CONTRACTOR SHALL PROVIDE ALL THE REQUIRED DOCUMENTS AND CERTIFICATES OF INSPECTION AND SHALL PERFORM ALL THE CONTROLLED INSPECTIONS REQUIRED BY THE LOCAL MUNICIPALITY AND/OR DEPARTMENT OF BUILDING OR OTHER RELATED AGENCY.
  - THE GENERAL CONTRACTOR SHALL SUBMIT IN WRITING ALL PROPOSALS FOR ADDITIONAL WORK TO THE ARCHITECT FOR REVIEW AND ARCHITECT/OWNER APPROVAL. NO WORK IS TO PROCEED UNTIL AN AUTHORIZATION TO PROCEED, SIGNED BY THE ARCHITECT & OWNER IS RETURNED TO THE GENERAL CONTRACTOR.
  - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK AND ESTABLISHING SCHEDULES FOR OWNERS OWN CONTRACTORS. HE/SHE SHALL AFFORD SUCH CONTRACTORS REASONABLE OPPORTUNITY FOR THE INTRODUCTION AND STORAGE OF THEIR MATERIALS AND EQUIPMENT FOR THE EXECUTION OF THEIR WORK.
  - DRAWINGS ARE NOT TO BE SCALED. DIMENSIONS SHALL GOVERN.
  - ALL WORK SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND ALL MATERIALS USED IN THE EXECUTION OF THE WORK SHALL BE NEW AND OF THE BEST QUALITY OF THE TYPE SPECIFIED.
  - NO SUBSTITUTIONS OF SPECIFIED MATERIALS SHALL BE MADE WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE ARCHITECT AND OWNER WILL CONSIDER MATERIAL CHANGE REQUESTS ON AN INDIVIDUAL BASIS. CONTRACTOR SHALL SUBMIT SAMPLES AND CUTS FOR WRITTEN APPROVAL BY THE ARCHITECT PRIOR TO THE PROCUREMENT OF ANY SUCH MATERIAL.
  - SUBSTITUTIONS SHALL NOT DELAY THE PROGRESS OF THE WORK. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED AS DIRECTED BY THE MANUFACTURER, UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
  - ALL SUBCONTRACTORS SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL THROUGH THE GENERAL CONTRACTOR PRIOR TO THE WORK BEING PERFORMED, AND IN ACCORDANCE WITH THE PROCEDURE DESCRIBED IN THE CONTRACT DOCUMENTS.
  - ALL PUBLIC AREAS SUCH AS AN ELEVATOR, LOBBY, CORRIDOR, TOILET AND SERVICE HALLS SHALL BE PROTECTED FROM DAMAGE. EQUIPMENT OF OTHERS AND ADJACENT PROPERTIES SHALL ALSO BE PROTECTED AND BE RESTORED IF DAMAGED DURING THE COURSE OF CONSTRUCTION, TO THE SATISFACTION OF THE OWNER.
  - GENERAL CONTRACTOR IS RESPONSIBLE TO THOROUGHLY VACUUM AND CLEAN ALL CARPETED AREAS, FLOORING, MILLWORK, LIGHT FIXTURES, GLASS, ETC. HE/SHE SHALL ALSO UNCOVER AND VACUUM OUT ALL MECHANICAL UNITS AFTER WORK IS COMPLETED AND MAINTAIN CLEAN CONDITIONS THROUGHOUT THE TENANTS MOVE-IN.
  - THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO MAINTAIN HARMONY AMONG ALL TRADES AND AVOID ANY LABOR DISPUTE THAT MAY CAUSE A DELAY IN COMPLETING THE WORK. ANY LABOR DISPUTE, SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
  - ALL DRAWINGS AND CONSTRUCTION NOTES ARE COMPLEMENTARY AND WHAT IS CALLED FOR BY ONE, WILL BE AS BINDING AS IF CALLED FOR BY ALL.
  - ALL SHOP DRAWINGS AND CUT MARKS, ARE FOR REVIEW AND VERIFICATION OF ADHERENCE TO THE DESIGN INTENT ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS, METHODS, ERRORS, AND/OR OMISSIONS ON THEIR DRAWINGS.
  - WHERE THE TERM EQUAL IS USED IN SPECIFICATIONS IT SHALL BE UNDERSTOOD THAT THE REFERENCE IS MADE TO THE RULING AND JUDGMENT OF THE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL. ACTUAL SAMPLES OF THE SUBSTITUTIONS SHALL ALSO BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.
  - THE CONTRACTOR SHALL FURNISH AND PAY FOR AT THEIR OWN EXPENSE; THE SERVICES OF APPROVED TESTING LABORATORIES OR AGENCIES REQUIRED FOR TESTS AND INSPECTIONS OF ALL CONSTRUCTION METHODS SUBJECT TO CONTROLLED INSPECTIONS.
  - GENERAL CONTRACTOR IS RESPONSIBLE TO PROTECT AS REQUIRED ALL TENANT OCCUPIED AREAS WHERE FINISH WORK OR GENERAL CONSTRUCTION IS TO BE PERFORMED. GENERAL CONSTRUCTION TO INSTALL ADEQUATE PROTECTION ON ALL FINISHED SURFACES PRIOR TO THE OWNERS MOVING DATE, AND SHALL REMOVE SAME FOLLOWING COMPLETION OF THE WORK.
  - THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR DAMAGES CAUSED BY HIS SUBCONTRACTORS, SUB-SUBCONTRACTORS OR VENDORS.
  - GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY FASTENERS, SUPPORTS, SHIMMING, FLASHING, PATCHING AND OTHER MISCELLANEOUS PARTS FOR THE PROPER INSTALLATION OF SUCH ITEMS AND SHALL CONSULT WITH OWNERS VENDORS.
  - THE GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL BE REQUIRED TO ATTEND PROJECT MEETINGS AT THE PROJECT SITE WHEN REQUIRED BY THE ARCHITECT AND OWNER AND PREPARE AND DISTRIBUTE MEETING MINUTES OF SUCH MEETINGS.
  - THE GENERAL CONTRACTOR SHALL ARRANGE FOR, PROVIDE AND MAINTAIN TEMPORARY FACILITIES AND CONTROLS AS REQUIRED FOR THE PROPER AND TIMELY EXECUTION OF THE WORK.
  - THE GENERAL CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROPERLY CONTROL DUST FROM RISING. PROTECT UNALTERED PORTIONS OF THE EXISTING BUILDING AFFECTED BY THE OPERATIONS UNDER THIS SECTION BY DUST PROOF PARTITIONS AND OTHER ADEQUATE MEANS.
  - THE GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY WEATHER PROTECTION FOR PORTIONS OF THE WORK THAT BECOME EXPOSED TO WEATHER, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY INSUFFICIENT PROTECTION.
  - ALL WORK, MATERIALS AND EQUIPMENT UTILIZED IN THE PROJECT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.
  - CONTRACTOR MUST NOTIFY ARCHITECT AND OWNER IN WRITING IMMEDIATELY OF ANY UNEXPECTED OR UNKNOWN CONDITIONS, DISCREPANCIES IN THE DRAWINGS AND CONTRACT DOCUMENTS, ANY ERRORS OR OMISSIONS ON THE DRAWINGS IN THE FIELD AND THE ISSUE MUST BE RESOLVED PRIOR TO PROCEEDING WITH WORK OR SHOP FABRICATIONS.
  - CONTRACTOR SHALL NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS.
  - CONTRACTOR TO OBTAIN WRITTEN APPROVAL FROM OWNER AND ARCHITECT PRIOR TO ANY CHANGES OR DEVIATION FROM CONTRACT DOCUMENTS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR THE REPLACEMENT OF ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP.
  - CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS FOR CONSTRUCTION.

- ALL SHOP DRAWINGS DIMENSIONS SHALL BE FIELD VERIFIED, REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL. SHOP DRAWINGS WHICH ARE INCOMPLETE OR LACKING SUFFICIENT INFORMATION WILL BE RETURNED WITHOUT REVIEW.
- DISCREPANCIES (BROUGHT TO THE ARCHITECTS ATTENTION IN WRITING):
  - SHOULD A DISCREPANCY OR CONFLICT BE DISCOVERED IN THE CONTRACT DOCUMENTS, THE MORE STRICT REQUIREMENTS SHALL APPLY.
  - THE CONTRACTOR SHALL HAVE ALL ITEMS OR DETAILS CLARIFIED WITH THE ARCHITECT PRIOR TO SUBMITTING A BID. OTHERWISE THE ARCHITECTS INTERPRETATION SHALL BE FINAL.
  - ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS D. SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL BE AWARE THAT SPECIFIC FIRE-RATED SEPARATION WITH THE BUILDINGS CONSTRUCTION IS REQUIRED BY CODE. THE USE OF SPECIFIC MATERIALS AND COMBINATIONS OF MATERIALS WITHIN FIRE RATED ASSEMBLIES, AS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS, ARE FOR THE PURPOSE OF ACHIEVING THOSE REQUIRED FIRE SEPARATIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ANY CHANGE IN MATERIAL, THAT IS REQUESTED BY OR MADE BY THE CONTRACTOR AND/OR HIS SUBCONTRACTORS, FROM THOSE MATERIALS DRAWN OR SPECIFIED, SHALL NOT IN ANY WAY AFFECT OR LESSEN THE REQUIRED FIRE RATED CONSTRUCTION ASSEMBLY.
- CONTRACTOR TO SUBMIT A MINIMUM OF FIVE (5) SETS OF COMPLETE SHOP DRAWINGS OR SUBMITTALS FOR APPROVAL BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS OF CONSTRUCTION.
- ALL SHOP DRAWING DIMENSIONS SHALL BE FIELD VERIFIED AND REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL, AND SO NOTED.
- CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD BLOCKING REQUIRED FOR WALL MOUNTED OR BRACED FIXTURES, MILLWORK, SHELVES, BATHROOM FIXTURES, ACCESSORIES AND OTHER ITEMS DESCRIBED IN DRAWINGS.
- CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS SO AS TO ALLOW FOR PROPER EQUIPMENT ACCESSIBILITY, MAINTENANCE AND/OR OPERATION OF THE BUILDING SYSTEMS. THE OMISSIONS OF ANY OR ALL ACCESS PANELS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING AND INSTALLING SUCH PANELS OR DOORS PER ARCHITECTS APPROVAL.
- BEFORE INSTALLATION, THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT THE EXACT MOUNTING LOCATION OF ALL SWITCHES, WALL RECEPTACLES, PLUGS, THERMOSTATS, AND OTHER WALL MOUNTED FIXTURES NOT SPECIFIED IN THE DRAWINGS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REGULARLY REMOVING ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE SITE.
- CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROPER REGULAR CLEANING OF ALL AREAS PRIOR TO FINAL ACCEPTANCE BY THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, STOREFRONTS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC.
- ANY DAMAGE TO EXISTING STRUCTURE DURING THE CONSTRUCTION OF THE NEW WORK SHALL BE REPAIRED TO EQUIVALENT OR BETTER THAN ORIGINAL CONDITION AT CONTRACTORS EXPENSE AND SHALL NOT BE A COST OF THE WORK.
- CONTRACTOR SHALL PROVIDE PROPER SAFEGUARDS IN COMPLIANCE WITH O.S.H.A. STANDARDS DURING ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING, OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND/OR FIRE PROTECTION DRAWINGS. ANY DISCREPANCIES DISCUSSED AFTER BIDDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INTERPRETED BASED ON THE MOST EXPENSIVE METHODS OR FINISH REQUIRED TO CORRECT THE DISCREPANCY.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: WINDOWS, SLIDING GLASS DOORS, STORE FRONT, METAL LOUVERS, ALUMINUM AND GLASS RAILINGS, STAIR RAILINGS & HANDRAILS, CANOPY, SKYLIGHTS, ALUMINUM TROLLIS, METAL STAIRS, FLOOD PROOF PANELS AND ANY OTHER ITEM AS REQUIRED BY THE FLORIDA BUILDING CODE OR ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION IN THE PROJECT.
- SHOP DRAWINGS MAY REQUIRE APPROVAL AT THE BUILDING DEPARTMENT WHICH IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROCURE.

**ABBREVIATIONS:**

@	AT	INT.	INTERIOR
A.C.T.	ACOUSTICAL CEILING TILE	L.	LENGTH
A.F.C.	ABOVE FINISHED CEILING	MANUF.	MANUFACTURER
A.F.F.	ABOVE FINISHED FLOOR	MANUF.	MANUFACTURER
A.H.U.	AIR HANDLER UNIT	MECH.	MECHANICAL
AL., ALUM.	ALUMINUM	MEZZ.	MEZZAINE
BOT.	BOTTOM	MIN.	MINIMUM
C.B.S./CMU	CONC. BLOCK SYSTEM	MISC.	MISCELLANEOUS
CEL., CLG.	CEILING	M.O.	MASONRY OPENING
CL.	CENTER LINE	MTL.	METAL
CLD.	CLOSET	N.I.C.	NOT IN CONTRACT
CLR.	CLEAR	NUMB.	NUMBER
COL.	COLUMN	N.T.S.	NOT TO SCALE
CONC.	CONCRETE	O.C.	ON CENTER
CONT.	CONTINUOUS	O.D.	OUTSIDE DIAMETER
CORR.	CORRIDOR	PERM.	PERMANENT
CTR.	CENTER	PLMB.	PLUMBING
D.	DEPTH	PNL.	PANEL
DBL.	DOUBLE	PRTN.	PARTITION
DET., DTL.	DETAIL	PNT.	PAINT
DIA.	DIAMETER	P.S.F.	POUNDS SQUARE FOOT
DN.	DIMENSION	R.	RADIUS
DN.	DOWN	R.C.P.	REFLECTED CEILING PLAN
EL.	ELEVATOR	RD.	ROOF DRAIN
ELEC.	ELECTRICAL	RECP.	RECEPTACLE
EQ.	EQUAL	REF.	REFRIGERATOR
EQUIP.	EQUIPMENT	R.O.	ROUGH OPENING
EXH.	EXHAUST	REQD.	REQUIRED
EXST.	EXISTING	RM.	ROOM
EXP.	EXPANDED	S.S.	STAINLESS STEEL
EXT.	EXTENSION	S.C.	SOLID CORE
F.D.	FIRE DEPARTMENT	SECT.	SECTION
F.E.	FIRE EXTINGUISHER	SIM.	SIMILAR
FIN.	FINISH	SPEC.	SPECIFICATIONS
F.F.	FINISH FLOOR	SPKLR.	SPRINKLER
F.F.E.	FINISH FLOOR ELEVATION	SQ.	SQUARE FOOT
FL., FLR.	FLOOR	STD.	STANDARD
FT.	FOOT	STL.	STEEL
FTL.	FITURE	STRUC.	STRUCTURAL
FTG.	FOOTING	TEL.	TELEPHONE
GA.	GAUGE	TH.	THICK
GALV.	GALVANIZED	T.O.	TOP OF
G.C., GC.	GENERAL CONTRACTOR	T.O.B.	TOP OF BEAM
GPM.	GYPNUM	T.O.S.	TOP OF SLAB
G.W.B.	GYPNUM WALL BOARD	TYP.	TYPICAL
HDWRE.	HARDWARE	U.L.	UNDERWRITERS LABORATORY
H.M.	HOLLOW METAL	VERT.	VERTICAL
HOR.	HORIZONTAL	V.I.F.	VERIFY IN FIELD
H.P.	HIGH POINT	W.	WIDTH
HR.	HOUR	W.	WITH
H.R.	HAND RAIL	W.C.	WATER CLOSET
HW.	HOT WATER	WD.	WOOD
I.D.	INSIDE DIAMETER	W.P.	WATER PROOF
IN.	INCH		
INFO.	INFORMATION		
INSUL.	INSULATION		

EXTERIOR RENOVATIONS TO:  
ORIALS GAMAYO  
16336 OAK WALK  
MIAMI LAKES , FL 33014

PROJECT:

# PERMIT SET

SIXSIDES ARCHITECTURE, INC.  
AA26002922

Daniel Gomez, R.A.  
AR94826  
3436 N. MIAMI AVE, #2  
MIAMI, FL 33127  
o. 786.683.3821  
m. 305.610.1333  
dgomez@sixsidesinc.com

SEAL:

COPYRIGHT © 2015  
ALL RIGHTS RESERVED. THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS COMPLETED OR NOT, THEY ARE NOT TO BE USED IN ANY OTHER MANNER OR OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION. REPRODUCTION OF SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.

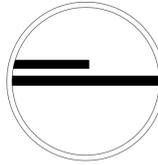
REVISED:

TITLE SHEET,  
GENERAL NOTES &  
PROJECT DATA &  
INFORMATION

1509160G

10/21/2015

# A0.0



1 SITE PLAN  
Scale: 3/16" = 1'-0"

EXTERIOR RENOVATIONS TO:  
ORIALS GAMAYO  
16336 OAK WALK  
MIAMI LAKES, FL 33014

PROJECT:

# PERMIT SET

SIXSIDES ARCHITECTURE, INC.  
AA26002922

Daniel Gomez, R.A.  
AR94826  
3436 N. MIAMI AVE, #2  
MIAMI, FL 33127  
o. 786.683.3821  
M. 305.610.1333  
dgomez@sixsidesinc.com

SEAL:

COPYRIGHT © 2015  
ALL RIGHTS RESERVED. THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT, WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS COMPLETED OR NOT. THEY ARE NOT TO BE USED IN ANY OTHER MANNER ON OTHER PROJECTS OR EXTENDING TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION. REPRODUCTION OF SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.

REVISED:


SITE PLAN

1509160G

10/21/2015

# A0.1

PROJECT:

# PERMIT SET

SIXSIDES ARCHITECTURE, INC.  
AA26002922

Daniel Gomez, R.A.  
AR94826  
3436 N. MIAMI AVE., #2  
MIAMI, FL 33127  
c. 786.683.3821  
M. 305.610.1333  
dgomez@sixsidesinc.com

SEAL:

COPYRIGHT © 2015  
ALL RIGHTS RESERVED. THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS COMPLETED OR NOT, THEY ARE NOT TO BE LOANED OR EXTENDED TO ANY OTHER PROJECTS OR EXTENDING TO THE PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION. REPRODUCTION OF SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.

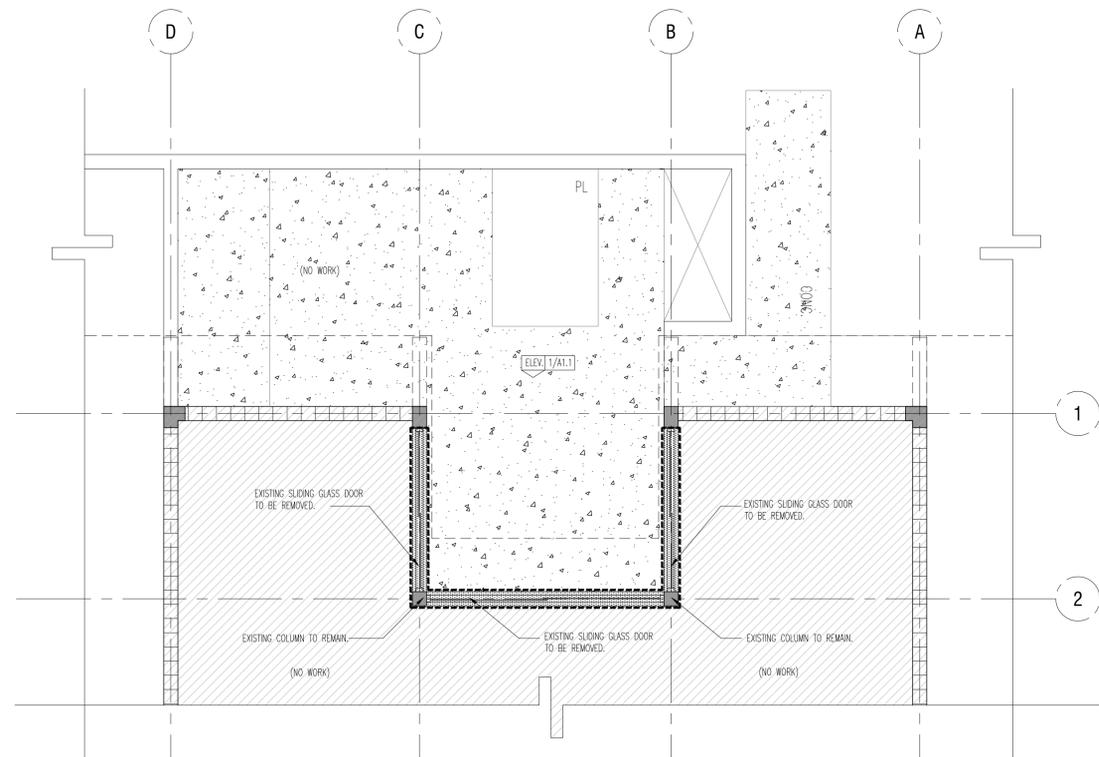
REVISED:

DEMOLITION / NEW FLOOR AND ROOF PLAN PROPOSED

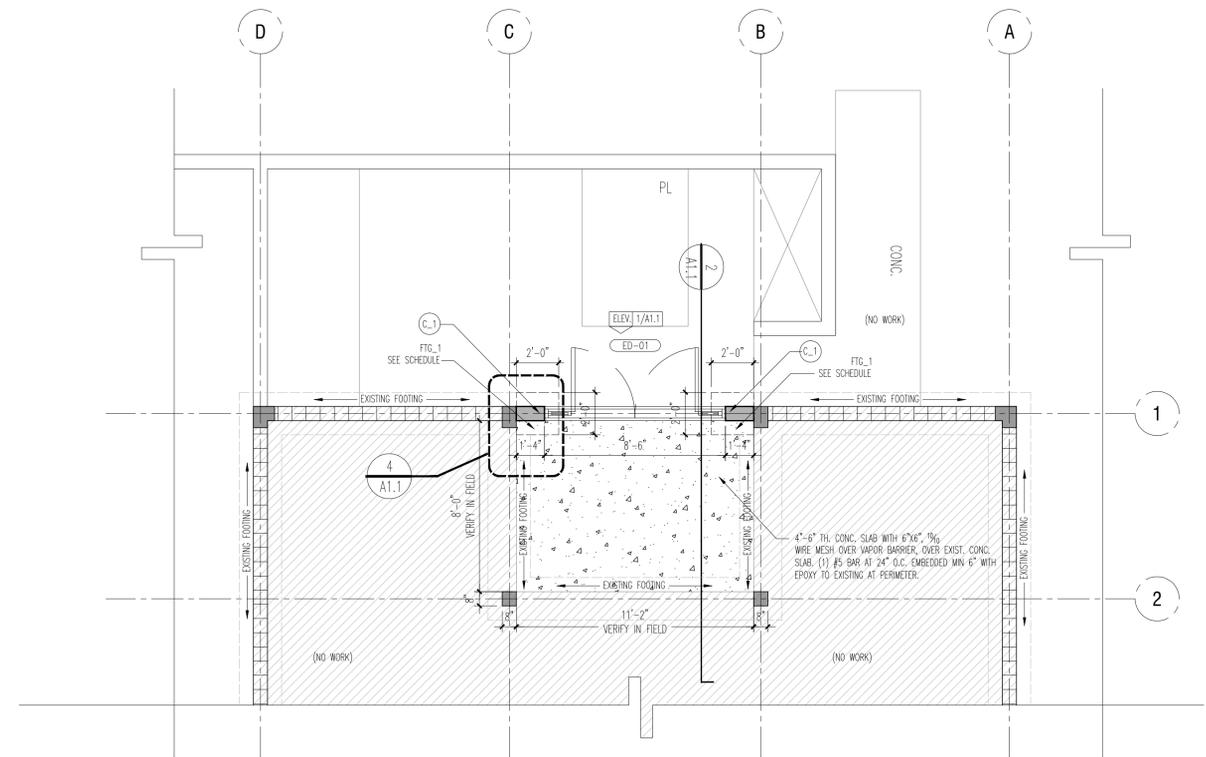
1509160G

10/21/2015

# A1.0



**1 DEMOLITION PLAN**  
SC: 1/4"=1'-0"



**2 COLUMNS AND FOOTING PARTIAL FLOOR PLAN**  
SC: 1/4"=1'-0"

**EXTERIOR DOOR SCHEDULE:**

MARK	SIZE	DOOR MATERIAL	FRAME MATERIAL	FINISH	DESIGN PRESSURES	REMARKS
					(+) (-)	
ED-001	6'-8" 7'-0"	ALUM./GLASS	ALUM.	PER MANUF.	46.51 50.71	NEW EXTERIOR SWING DOOR WITH SILL/FLASH. MINIM. ONE CORNER KICK. #13-11103M

DOOR NOTE: DOUBLE DOOR (2) 3'-0" / SILL/FLASH (2) 1'-5"

**FOOTING SCHEDULE:**

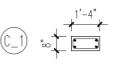
MARK	SIZE	REINFORCEMENT	REMARKS
FTG_1	2'-0" 2'-0" 12"	(3) #5 (3) #5 - - -	PROVIDE 3#5 x 2'-4" x 2'-4" CORNER BARS

**FOOTING NOTE:**  
1. BOTTOM ELEVATION OF NEW FOOTINGS MATCH WITH BOTTOM ELEVATION EXISTING FOOTINGS, TYP.  
2. DEVELOPMENT LENGTH OF BARS IN NEW FOOTINGS TO THE COLUMNS: 8#4-2' & 8#4-4" QUANTITY OF BARS TO MATCH QUANTITY OF BARS ON NEW CONCRETE TIE COLUMN.  
3. ALL JOINTS BETWEEN EXISTING WALL FOOTING AND NEW WALL FOOTING SHALL BE W/ (3) #5 x 3'-0" LONG DOWELS, SHALL 3/4" DIA. x 6" INTO EXISTING WALL FOOTING AND 3#5 BARS IN HIGH STRENGTH EPOXY ANCHORING ADHESIVE, TYP.

**COLUMN SCHEDULE:**

MARK	SIZE	REINFORCEMENT	REMARKS
C-1	1'-4" 8"	VERTICAL: (4)#5 #3#5 C.C.	SEE COLUMN PLAN

**COLUMN PLAN**



**LEGEND:**

SYMBOL	DESCRIPTION
(---)	ENLARGED DETAIL CALL OUT
(---)	EXISTING AREA (NO WORK)
(---)	NEW STRUCTURAL COMPONENT
(---)	NEW CONCRETE BLOCK SYSTEM
(---)	NEW INTERIOR PARTITION
(---)	C.W.B. CEILING
(---)	SUSPENDED ACoustICAL CEILING
(---)	AREA OF WORK
(---)	TO BE RELOCATED

**GENERAL ELECTRICAL NOTE:**  
NO ELECTRICAL WORK TO BE PERFORM UNDER THIS PERMIT.

**GENERAL PLUMBING NOTE:**  
NO PLUMBING WORK TO BE PERFORM UNDER THIS PERMIT.

**GENERAL MECHANICAL NOTE:**  
NO MECHANICAL WORK TO BE PERFORM UNDER THIS PERMIT.

**BEAM SCHEDULE:**

MARK	SIZE	REINFORCEMENT	TIES/STIRRUP	REMARKS
TL-1	11'-2" 8"	TOP: 2#5 BOT: 2#5	#3	SEE SECTION 2/A1.1

**CONNECTOR SCHEDULE:**

MARK	REMARKS
CONNECTOR "A"	USING BY SIMPSON W/ (5)10 TO LEDGER AND (4)10 TO JOIST. ALLOWABLE UPLIFT = 500 LBS. APPROVAL NO. FL # 19665
CONNECTOR "B"	MANUFACTURED BY NO. 404E W/70-100 IN TWO STRIPS AND 4-100E 1 1/2 IN THE SEA ALLOW UPLIFT=2570# FL#20294

**LEDGER SCHEDULE:**

MARK	SIZE	REINFORCEMENT	TIES/STIRRUP	REMARKS
LEDGER "A"	CONC. (2) 2 6"	- - -	- - -	3" W/12" W/12" @ 12" O.C. @ 4" MAX. SPACING. ENLARGED, TYP.

**ROOF NOTE #1:**  
1- USE GRAVEL OVER HOT ASPHALT ON ONE OF ER-500 OR EPS-500 MEMBRANE OVER ONE PLY OF APPROVED ASTM D 4011, TYPE II FIBERGLASS BASE SHEET OVER ONE PLY OF #15 FELT HOT MOPPED W/ APPROVED ASPHALT, TYP.

**NOTE:**  
PROVIDE 3/4" PLYWOOD SHEATHING OVER ALL TRUSSES SPACED AS SHOWN ON PLANS. PLYWOOD CLASSIFICATION SHALL BE "C" OR BETTER AND THE EXPOSURE SHALL BE EXTERIOR (EXPOSED FOR EXPOSURE 1).  
METAL BRACES WITH STRENGTH ORIENTATION PERPENDICULAR TO TRUSSES/RAFTERS CONTINUOUS OVER TWO OR MORE SPANS WITH FACE DOWN PERPENDICULAR TO SUPPORTS. PROVIDE FULL 2x4 BLOCKING AT ALL TURNED CORNER PANEL EDGES THROUGHOUT. "BLOCKING" REFERS TO INSTALLATION OF 2x4 MEMBERS NOTICED WITH THE 4" SIZE HORIZONTAL BETWEEN THE TRUSS TOP CHORDS TO PROVIDE DISC SUPPORT FOR PLYWOOD SHEATHING. NAILING THE SHEATHING TO THE BLOCKING SHALL BE AS DESCRIBED BELOW. 2x4 BLOCKING SHALL BE ATTACHED TO TRUSS TOP CHORD BY TOP-NAILING LONG-GRAIN TO THE TRUSS W/ NAILS AT EACH END.

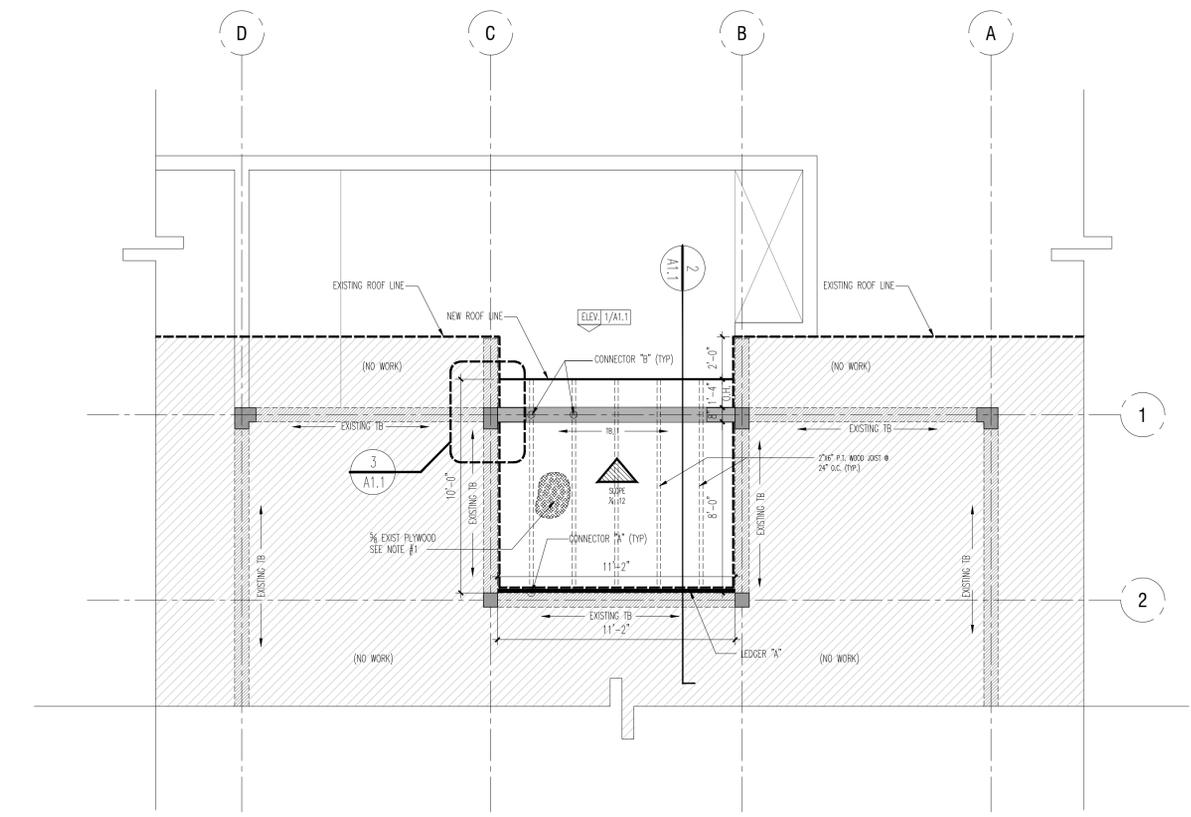
**NOTE:**  
SUPERIMPOSED LOADS SHALL BE AS FOLLOWS:  
DEAD LOAD = 20 PSF  
LIVE LOAD = 30 PSF

**SOIL STATEMENT:**

TERMITE PROTECTION SHALL BE PROVIDED BY A LICENSED PEST CONTROL COMPANY, INCLUDING SOIL APPLIED PESTICIDES, BAITING SYSTEMS AND PESTICIDES APPLIED TO WOOD OF OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TO NEW CONSTRUCTION UPON COMPLETION OF THE TERMITE PROTECTION APPLICATION. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY, AS PROOF OF TREATMENT.

**TERMITE PROTECTION STATEMENT:**

SOIL CONDITION AT SITE BY VISUAL INSPECTION INDICATES AN ALLOWABLE BEARING CAPACITY OF 2,000 P.S.F. (UNDISTURBED SAND AND/OR ROCK). PRIOR TO THE INSTALLATION OF ANY FOOTING/FOUNDATION SYSTEM FOR NEW BUILDINGS, STRUCTURES OR ADDITIONS THE BUILDING OFFICIAL SHALL BE PROVIDED WITH A STATEMENT FROM AN ARCHITECT OR ENGINEER TO CERTIFY THE PRESUMPTIVE SOIL BEARING CAPACITY.



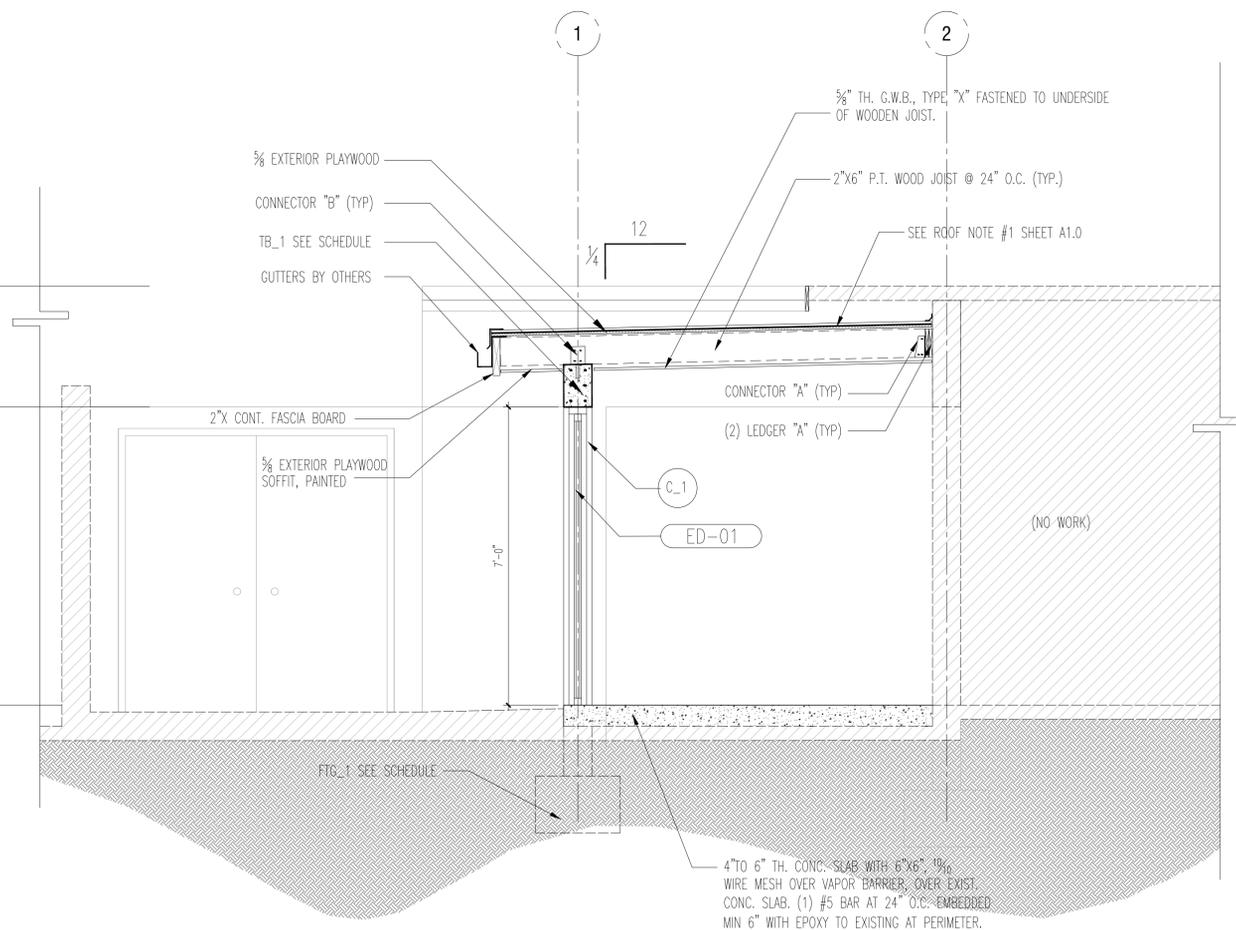
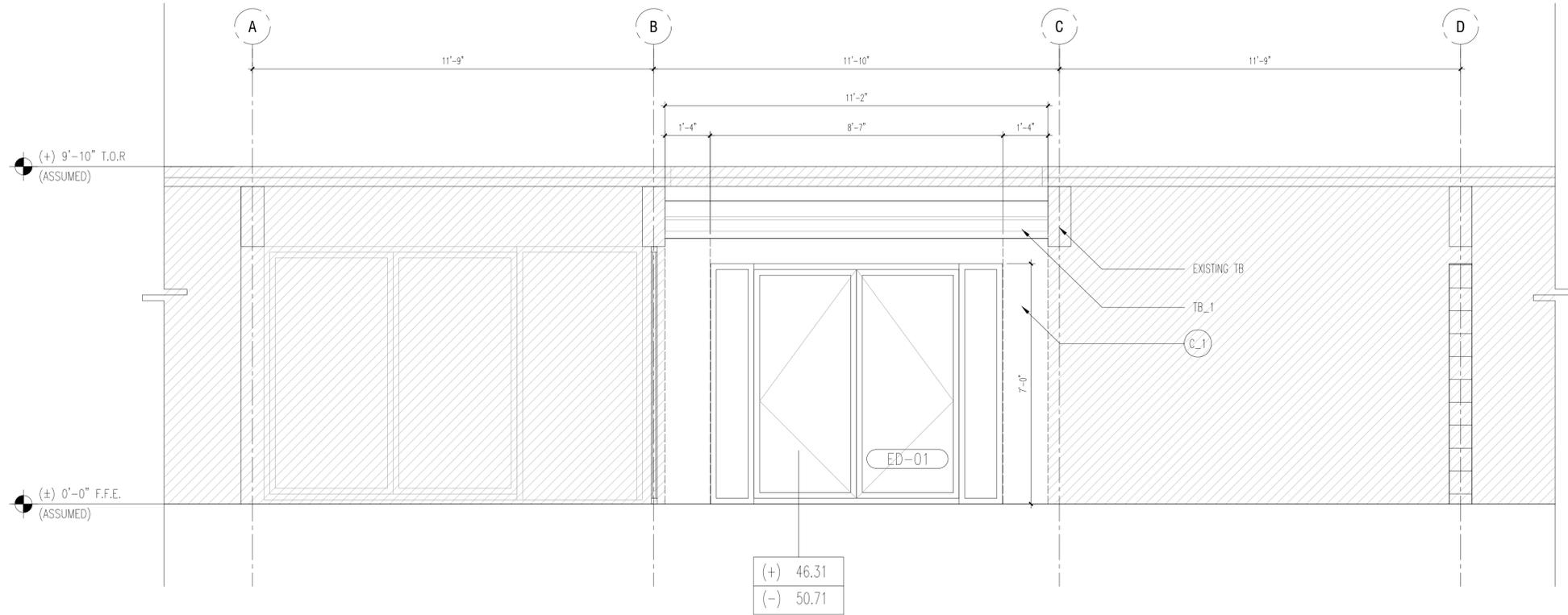
**3 PARTIAL ROOF PLAN**  
SC: 1/4"=1'-0"

**STRUCTURAL NOTES**

- I. GENERAL
  - A.- NOTE, TYPICAL DETAILS AND SCHEDULES APPLY TO ALL STRUCTURAL WORK UNLESS OTHERWISE NOTED FOR CONDITIONS NOT SPECIFICALLY SHOWN. PROVIDE DETAILS OF SIMILAR NATURE. VERIFY APPLICABILITY BY SUBMITTING SHOP DRAWING FOR REVIEW.
  - B.- STRUCTURAL DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS, ARCHITECTURAL AND MECHANICALS DRAWINGS. IF THERE IS A DISCREPANCY BETWEEN DRAWINGS OR BETWEEN STRUCT. DWGS IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE A/E OF RECORD IN WRITING PRIOR TO PROCEEDING WITH ANY WORK IN THE SURROUNDING AREA.
  - C.- DO NOT SCALE DRAWINGS TO OBTAIN DIMENSIONAL INFORMATION. USE DIMENSIONS NOTED. IF DIMENSIONS ARE MISSING CONSULT ARCHITECT/ENGINEER FOR ADVISE.
  - D.- SEE ARCHITECTURAL DRAWINGS AND SPECIFICATIONS FOR WATERPROOFING AND FIRE PROOFING DETAILS AND REQUIREMENTS.
  - E.- AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE INCLUDING SAFETY PERSON AND PROPERTY. THE ARCHITECT'S OR ENGINEER'S PRESENCE OR REVIEW DOES NOT INCLUDE THE ADEQUACY OF THE CONTRACTOR'S MEANS OR METHODS OF CONSTRUCTIONS. DRAWING HAVE BEEN PREPARED BASED ON AVAILABLE KNOWLEDGE OF EXISTING.
  - F.- CONDITIONS IF, DURING EXCAVATION OR CONSTRUCTION ACTUAL ARE DISCOVERED TO DIFFER FROM THOSE INDICATED ON DRAWINGS. ENGINEER SHALL BE NOTIFIED
  - G.- ALL MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE FLORIDA BUILDING CODE, 2010 EDITION, HVHZ, ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS, THE ACI 318-08 BUILDING CODE, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL ORDINANCES.
  - H.- WHEN PERFORMING WORK BELOW GRADE, CARE SHALL BE TAKEN TO AVOID DAMAGING ANY EXISTING UTILITIES.
- II. FOUNDATIONS
  - A. FOUNDATION SYSTEM CONSISTS OF EXIST. AND NEW SPREAD FOOTINGS BEARING ON UNDISTURBED SOILS. NEW SPREAD FOOTINGS HAVE BEEN DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2000 P.S.F.
  - B. ALL FOUNDATION EXCAVATIONS SHALL BE KEPT DRY. FOUNDATION CONCRETE SHALL BE POURED ONLY UNTIL EXCAVATIONS ARE COMPLETELY DRY. TAKE EVERY PRECAUTION DURING DEWATERING OPERATIONS SO THAT EXISTING ADJACENT STRUCTURES, UTILITIES, PIPING, ETC. ARE NOT DAMAGED.
  - C. CENTERS OF COLUMNS SHALL COINCIDE WITH CENTERS OF FOOTINGS, UNLESS OTHERWISE NOTED IN FOUNDATION PLANS AND FOOTING DETAILS.
  - D. TOP OF FOUNDATION ELEVATIONS SHOWN IN FOOTING SCHEDULE. (EMBED FOUNDATIONS A MINIMUM OF 6 INCHES INTO THE EXISTING LIMESTONE BEARING STRATA).
  - E. FOUNDATIONS MAY BE EARTH-FORMED IF SOIL CONDITIONS PERMIT. EXCAVATE TO EXACT FOUNDATION SIZES.
  - F.- ALL ELEVATION ARE REFERENCED TO A TOP OF SLAB ON GRADE ELEVATION (+)0'-0".
  - G.- TOP OF SPREAD FOOTING ELEVATION (-) 1'-4" TYPICAL UNLESS OTHERWISE NOTED.
  - H.- PROVIDE 6 MIL VAPOR BARRIER OVER WELL COMPACTED FILL, IN ALL ENCLOSED AREAS.
  - I.- COORDINATE ALL SLAB DROPS AND DEPRESSIONS W/ ARCHITECTURAL AND MECHANICAL DRAWINGS.
- III. CONCRETE:
  - A. ALL CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301-02 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS."
  - B. CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE AS FOLLOWS:
 

FOOTINGS	3000 PSI
CONC. SLAB ON GRADE	3000 PSI
COL. & BEAM	4000 PSI
OTHERS	3000 PSI
  - C. MINIMUM CONCRETE COVER FOR REINFORCEMENT:
 

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
- CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH EARTH: BEAMS AND COLUMNS	1 1/2" TO TIES
CONC. SLAB	3/4"
  - D. NO WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE.
- IV. REINFORCING STEEL:
  - A. REINFORCING STEEL SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH ACI 318-08.
  - B. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A 615-00. (S1) GRADE 60.
  - C. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185-97.
  - D. REINFORCING SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES DURING PLACING OF CONCRETE, IN ACCORDANCE WITH CRSI "MANUAL OF STANDARD PRACTICE", 2005.
  - E. ALL TOP REINFORCING SHALL TERMINATE WITH STANDARD HOOKS AT DISCONTINUOUS EDGES OR ENDS.
  - F. ALL BOTTOM BARS SHALL BEAR 6" MINIMUM OVER SUPPORTS, U.O.N.
  - G. ALL REINFORCING BARS MARKED CONTINUOUS SHALL BE LAPPED 30 DIA. AT SPLICES AND CORNERS UNLESS OTHERWISE NOTED. LAP CONTINUOUS TOP BARS AT CENTER BETWEEN SUPPORTS AS REQUIRED. TERMINATE CONTINUOUS BARS AT NON-CONTINUOUS ENDS WITH STANDARD HOOKS, U.O.N.
  - H. BEAMS INTERMEDIATE BARS SHALL BE HOOKED AT DISCONTINUOUS ENDS AND SPLICED AT SUPPORTS WITH 30 BAR DIAMETER LAP SPLICES.
  - I. WELDING OF GRADE 60 REINFORCEMENT IS NOT PERMITTED.
- V. CONCRETE MASONRY
  - A. CONCRETE MASONRY WALLS NOTED AS LOAD BEARING WALLS. SHALL BE IN PLACE BEFORE THE SLABS AND BEAMS SUPPORTED BY THEM ARE POURED AS WELL AS THE CONCRETE TIE COLUMNS FRAMING THEM.
  - B. CONCRETE MASONRY WALLS NOTED AS NON-LOAD BEARING WALLS SHALL BE PLACED AFTER CONCRETE FRAME SUPPORTING THEM ARE 28 DAYS OLD AND ALL SHORING AND RE-SHORING IS COMPLETELY REMOVED FROM BELOW AND ABOVE. HOLD CLEAR OF CONCRETE ABOVE UNTIL ANTICIPATED DEAD LOAD DEFLECTION OF CONCRETE SLAB OR BEAM ABOVE HAS OCCURRED. FILL JOINT WITH MORTAR AND SEAL AS REQUIRED BY ARCHITECTURAL DRAWINGS TO PREVENT WATER INTRUSION
  - C. ALL CONCRETE MASONRY UNITS (CMU) SHALL CONFORM TO ASTM C 90, "STANDARD SPECIFICATIONS FOR HOLLOW LOAD BEARING CONCRETE MASONRY UNITS", WITH A NET AREA COMPRESSIVE STRENGTH OF CONCRETE MASONRY UNITS OF 1900 PSI.
  - D. MORTAR SHALL CONFORM TO ASTM C 270, TYPE "M", WITH A MINIMUM AVERAGE STRENGTH OF 2500 PSI.
  - E. CONCRETE MASONRY STRENGTH,  $f_m$ , SHALL BE A MINIMUM OF 1500 PSI.
  - F. VERTICAL REINFORCING IN CMU CELLS SHALL BE SPLICED WITH 48 BAR DIAMETER LAP SPLICES. PROVIDE CLEAN OUT HOLES AT BASE OF FILLED CELLS FOR LAP INSPECTION AND VERIFYING THAT THE CELLS HAVE BEEN FILLED SOLID WITH GROUT.
  - G. FILLED CELLS SHALL BE FILLED WITH 3000 PSI GROUT AS PER ACI 530-05 AND ACI 530.1-05. FILLING OF CELLS SHALL BE DONE IN FOUR FOOT LIFTS WITH A MAXIMUM FOUR OF 12 FEET. USE MECHANICAL VIBRATION TO ACHIEVE GROUT-FILLED SOLID CELLS. GROUT SHALL CONFORM TO ASTM C476. SLUMP SHALL BE BETWEEN 8" AND 11".
  - H. ALL CMU WALLS SHALL BE HORIZONTALLY REINFORCED WITH STANDARD NO. 9 LADDER-TYPE GALVANIZED STEEL REINFORCING EVERY SECOND COURSE. EXTEND REINFORCING A MINIMUM OF 4 INCHES INTO THE COLUMNS.
  - I. PROVIDE GALVANIZED STEEL DOVETAIL ANCHORS EVERY OTHER COURSE CONNECTING NON LOAD-BEARING WALLS TO CONCRETE COLUMNS AND SHEAR WALLS.
  - J. REINFORCING BARS IN GROUTED CELLS SHALL BE SECURED IN PLACE AT BASE OF BAR AND ABOVE BEFORE GROUTING OF CELL WITH GALVANIZED BAR POSITIONERS.
  - K. REINFORCING BARS BE SHALL CENTERED IN THE BLOCK CELL. DOWELS NOT LINED UP WITH THE BLOCK CELL SHALL NOT BE SLOPED MORE THAN 1 IN 6. HORIZONTAL DISTANCE BETWEEN DOWEL AND REINFORCING BAR MAY BE UP TO 8"(ONE BLOCK CELL APART)
  - L. ANCHOR BOLTS SHALL BE EMBEDDED IN WALLS IN GROUTED CELLS.
  - M. GROUTED CELLS WHERE WEDGE ANCHORS ARE TO BE INSTALLED SHALL HAVE THE BLOCK SHELL REMOVED SO THAT WEDGE ANCHOR IS EMBEDDED IN SOLID CONCRETE GROUT. FILL ONE COURSE BELOW AND ABOVE ANCHOR LOCATION.
  - N. ALL CONCRETE MASONRY WORK HAS BEEN DESIGNED AND DETAILED ASSUMING CONCRETE MASONRY WORK WILL BE COMPLETELY INSPECTED BY SPECIAL OR THRESHOLD INSPECTORS.
  - O. REINFORCING BARS SHALL BE LOCATED AS INDICATED IN PLAN OR CALLED OUT BY NOTES IN PLANS, WHERE PLANS AND NOTES DISAGREE CONSULT ENGINEER OF RECORD FOR CLARIFICATION.
  - P. LAY MASONRY UNITS IN RUNNING BOND.
- VI. WIND ANALYSIS DESIGN PARAMETERS:
  - A. WIND DESIGN HAS BEEN DONE IN ACCORDANCE WITH ASCE 7-10.
  - B. EXPOSURE "C"
  - C. INTERNAL PRESSURE COEFFICIENT,  $G_{Cpi}=0.18$
  - D. WIND VELOCITY,  $V=175$  MPH



EXTERIOR RENOVATIONS TO:  
ORIALS GAMAYO  
16336 OAK WALK  
MIAMI LAKES, FL 33014

PROJECT:

**PERMIT SET**

SIXSIDES ARCHITECTURE, INC.  
AA26002922

Daniel Gomez, R.A.  
AR94826  
3436 N. MIAMI AVE., #2  
MIAMI, FL 33127  
c. 786.683.3821  
M. 305.610.1333  
dgomez@sixsidesinc.com

SEAL:

COPYRIGHT © 2015  
ALL RIGHTS RESERVED. THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS COMPLETED OR NOT, THEY ARE NOT TO BE USED IN ANY OTHER MANNER ON OTHER PROJECTS OR EXTENDING TO THIS PROJECT EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION. REPRODUCTION OF SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.

REVISED:

STRUCTURAL SECTION  
NEW ELEVATION  
PROPOSED

1509160G

10/21/2015

**A1.1**

**1** NEW ELEVATION PROPOSED SC: 3/8"=1'-0"

**2** NEW ELEVATION PROPOSED SC: 3/8"=1'-0"









**Townhomes  
Homeowners' Association**  
P.O. Box 4236  
Miami Lakes, Florida 33014  
**HOTLINE (305) 819-4133**

December 29, 2015

Orialis Gamayo  
16336 Oak Walk  
Miami Lakes, Florida 33014

RE: Town of Miami Lakes Approval  
Property Address: 16336 Oak Walk, Miami Lakes, Fl

Dear Ms Gamayo:

The Windmill Gate Homeowner's Association has approved your request to enclose the existing exterior terrace according to architectural design #1509160G drawn by Sixsides Architecture, Inc. dated 10/21/2015

All permits must be obtained from the Town of Miami Lakes Building Department and the contractor must be licensed and insured. The Association must receive a copy of the contractor's license and insurance and also a copy of the building permit.

If you need any further information please do not hesitate to contact us.

Sincerely,

  
Dania Alvarez  
For the Board of Directors



Planning, Zoning, and Code Compliance Department

PLANNING AND ZONING PUBLIC HEARING APPLICATION

"Gamayo Enclosure"

PHSP2016-0003 File #

05.27.16 Date Received

n/a Date of Pre-application Meeting

32-2013-004-0100

NOTE TO APPLICANTS: A pre-application meeting with the Town's Planning and Zoning Department staff is required prior to official application filing. Please call 305 364-6100 for an appointment.

- 1. Name of Applicant Orialis Gamayo
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 16336 OAK WALK
City MIAMI LAKES State FL ZIP 33014
Tel. # (during working hours) (305) 962-1611 Other n/a
E-Mail: Orialis@hotmail.com Mobile #: (305) 962-1611

- 2. Name of Property Owner Orialis Gamayo
Mailing Address 16336 OAK WALK
City MIAMI LAKES State FL ZIP 33014
Tel. # (during working hours) (305) 962-1611 Other n/a

- 3. Contact Person Orialis Gamayo
Mailing Address 16336 OAK WALK
City MIAMI LAKES State FL ZIP 33014
Tel. # (during working hours) (305) 962-1611 Other n/a
E-Mail: Orialis@hotmail.com Mobile #: (305) 962-1611

- 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
Folio # 32-2013-004-0100, LOT 10, BLOCK 1, MIAMI LAKES WINDMILL GATE SECTION, PLAT BOOK 103, Page 41

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

BUR2016-0228

  
MIAMI LAKES  
Growing Beautifully

5. Address or location of property (including section, township, and range): 16336 OAK WALK  
MIAMI LAKES, FL. 33014, ML WINDMILL GATE SECTION/PB 103-41
6. Size of property: 792 sq ft Acres 0.03
7. Date subject property  acquired or  leased 3 day of JUNE 2015  
Term of lease; N/A years/months.
8. Does property owner own contiguous property to the subject property? If so, 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): \_\_\_\_\_ Present land use classification(s): \_\_\_\_\_
11. REQUEST(S) COVERED UNDER THIS APPLICATION:  
Please check the appropriate box and give a brief description of the nature of the request in the space provided.  
Be advised that all zone changes require concurrent site plan approval.
- District Boundary (Zone) Change(s):  
Zoning Requested: \_\_\_\_\_
- Future Land Use Map (FLUM) Amendment:  
Future Land Use Requested: \_\_\_\_\_
- Site Plan Approval REQUEST TO Add AC Space
- Variance \_\_\_\_\_
- Preliminary Plat Approval: \_\_\_\_\_
- Final Plat Approval: \_\_\_\_\_
- Modification of Previous Resolution/Plan/Ordinance \_\_\_\_\_
- Modification of Declaration or Covenant \_\_\_\_\_
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 \_\_\_\_\_

15. Is there any existing use on the property?  Yes  No

If yes, what is the use and when was it established? \_\_\_\_\_

**OWNERSHIP 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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.

Witnesses:

Susana Naranjo  
Signature  
SUSANA NARANJO  
Print Name

Anali Ramay  
Signature

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

Sworn to and subscribed before me on the 27 day of May, 2016. Affiant is personally known to me or has produced 6500646799471 as identification.

[Signature]  
\_\_\_\_\_  
Notary  
(Stamp/Seal)  
My Commission Expires: \_\_\_\_\_



Witnesses:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary  
(Stamp/Seal)  
My Commission Expires: \_\_\_\_\_



**MIAMI LAKES**  
*Growing Beautifully*  
**Letter Of Intent**  
**Town of Miami Lakes**

Friday, May 27, 2016

Orialis Gamayo  
16336 Oak Walk  
Miami Lakes, Florida 33014

Mrs. Stacy Allen  
Planning Technician  
Planning, Zoning and Code Compliance Department  
6601 Main Street  
Miami Lakes, Florida 33014

Re: Letter of Intent

Dear Mrs. Allen:

I submit this letter of intent to notify the Town of Miami Lakes that the property address of **16336 Oak Walk in Miami Lakes, Folio # 32-2013-004-0100, Lot 10, Block 1 Miami Lakes; Windmill Gate Section Plat Book 103, page 41**; has currently an open permit number in progress (**BLR2016-0228**) in which a small exterior construction would be taking place. This is a small 97 square footage enclosure in which I'm adding enclosed air conditioned space from my courtyard to my town house residential and will be used as a foyer entrance. All Sliding doors will be removed. An **eight foot** roof will be added; and enclosing the area with double French doors **60"X 82 ½** including a **93.93** in side light for each side. The Size of property: **792sqft** and the total Lot Size: **1, 319sqft**.

As soon as my proposal is accepted, I wish to start the project by August 2016 and it is expected to get over by September 2016. Juan Serra is my contractor who is a Certified licensed and Insured. The proposal covers almost all the relevant details from the plans and city approval, I Orialis Gamayo, will be available for the next public hearing before the Town Council in addition I will be the main point of contact for the purpose of the application process and can be reached at:

- 16336 Oak Walk, Miami Lakes, FL 33014
- Phone #: 305-962-1611
- E-Mail Address: [Orialis@hotmail.com](mailto:Orialis@hotmail.com)

Thank you for this opportunity to better improve my home and our community. If you have an further questions or concern please contact me directly.

Sincerely,

Orialis Gamayo

**500 Foot Radius Mailing**

FOLIO	Property Address	Owner 1	Owner 2	Mailing Address	City-State	Zip
3220130041910	6415 WINDMILL GATE RD	MARK A NOWAKOWSKI &	AUSTIN J NOWAKOWSKI JTRS	2000 THE BLUFFS	TOLEDO, OH	43615
3220130041860	16400 BRIDGE END RD	WILFRED R LEFEBVRE	JANEL D LEFEBVRE	16400 BRIDGE END RD	MIAMI LAKES, FL	33014
3220130040740	6388 JACK RABBIT LN	ENRIQUE F ORTEGA	CARIDAD ORTEGA	6388 JACK RABBIT LN	MIAMI LAKES, FL	33014-6036
3220130040650	6402 WINDMILL GATE RD	CLARIVEL VIGOA		6402 WINDMILL GATE ROAD	MIAMI LAKES, FL	33014
3220130040570	16334 SHADOW CT	JOHANNA A PEREZ		5821 W 3 AVE	HIALEAH, FL	33012
3220130040310	16340 WOOD WALK	LYNETTE A MATOS		16340 WOOD WALK	MIAMI LAKES, FL	33014-6018
3220130040700	6407 TURKEY RUN TER	MICHAEL J BELAUSTEGUI		6407 TURKEY RUN TERR	MIAMI LAKES, FL	33014-6043
3220130041990	6433 WINDMILL GATE RD	JASON AYBAR		6433 WINDMILL GATE RD	MIAMI LAKES, FL	33014
3220130041930	6421 WINDMILL GATE RD	JERRY A DEL PINO & SARAH DEL PINO		6421 WINDMILL GATE RD	MIAMI LAKES, FL	33014-5901
3220130040300	16341 RAVENWOOD PL	MARIA C FISHWICK		16502 BRIDGE END RD	MIAMI LAKES, FL	33014-6078
3220130042140	16427 FOX DEN CT	JUAN M MARTINEZ		16427 FOX DEN CT	MIAMI LAKES, FL	33014
3220130041970	6429 WINDMILL GATE RD	JUAN A ORTEGA & W LORRAINE		6429 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6075
3220130040020	16339 WILLOW CREEK DR	BERTHA MIER		16339 WILLOW CREEK DR	MIAMI LAKES, FL	33014-6023
3220130040840	6391 COTTON TAIL RD	ERNESTO DIAZ & W DAYAMY		9104 NW 180 TER	MIAMI, FL	33018
3220130040370	6440 SAWMILL LN	CAROL ANN GRAHAM		8541 GLENCAIRN LN	MIAMI LAKES, FL	33016-1467
3220130040180	6440 WINDMILL GATE RD	ADRIANA T PROCOVICH		6440 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6024
3220130040560	16332 SHADOW CT	CESAR O DIAZ & W	DANIA ALVAREZ	16332 SHADOW CT	MIAMI LAKES, FL	33014-6050
3220130042050	16411 FOX DEN CT	FRANK H CABRERA		16411 FOX DEN CT	MIAMI LAKES, FL	33014
3220130040550	16330 SHADOW CT	GLORIA SNYDER TRS	THE GLORIA SNYDER REVOCABLE TRUST	16330 SHADOW CT	MIAMI LAKES, FL	33014
3220130040290	16343 RAVENWOOD PL	CARMEN I BLANCO		16343 RAVENWOOD PL	MIAMI LAKES, FL	33014
3220130040270	16347 RAVENWOOD PL	LUIS G GONZALEZ		8905 SW 114TH ST	MIAMI, FL	33176
3220130040590	16338 SHADOW CT	SYLVIA MULALLY		16338 SHADOW CT	HIALEAH, FL	33014-6050
3220130040830	6389 COTTON TAIL RD	MANUEL PELAEZ & W TERESITA		6941 BAMBOO ST	MIAMI LAKES, FL	33014-6037
3220130040150	6446 WINDMILL GATE RD	RAY BAUTISTA JTRS	ODALYS BAUTISTA JTRS	14270 SABEL DR	MIAMI LAKES, FL	33014
3220130040240	6451 TURTLE ROCK TER	JOSEFINA IGLESIAS		6451 TURTLE ROCK TERR	MIAMI LAKES, FL	33014-6025
3220130040440	6433 LEMON TREE LN	FELIPE RODRIGUEZ SR &	FELIPE J RODRIGUEZ JR	6433 LEMON TREE LN	MIAMI LAKES, FL	33014-6021
3220130042150	16429 FOX DEN CT	ENRIQUE CAZARES & W KAREN		16429 FOX DEN CT	MIAMI LAKES, FL	33014-5904
3220130040540	16331 WOOD WALK	MIRIAM GUERRERO		16331 WOOD WALK	MIAMI LAKES, FL	33014-6017
3220130040230	6449 TURTLE ROCK TER	EVELYN STRIMENOS &	ATHENA FRAN STRIMENOS	6449 TURTLE ROCK TERR	MIAMI LAKES, FL	33014-6025
3220130041960	6427 WINDMILL GATE RD	ERIC GORMLEY & W PATRICIA		6427 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6075
3220130040200	6443 TURTLE ROCK TER	DAVID MONTECELO TRS	S 6443 LAND TRUST	7950 NW 155 ST #204	MIAMI LAKES, FL	33016
3220130042040	6443 WINDMILL GATE RD	EXITO S INVESTMENTS LLC		16105 W PRESTWICK PLACE	MIAMI LAKES, FL	33014
3220130040110	16338 OAK WALK	AUDREY Z BRAVO		16338 OAK WALK	MIAMI LAKES, FL	33014-6022
3220130040070	16330 OAK WALK	JOSE R VAZQUEZ		16330 OAK WALK	HIALEAH, FL	33014
3220130040350	16348 WOOD WALK	MARIA ELENA VIGOA		16348 WOOD WALK	MIAMI LAKES, FL	33014-6018
3220130040190	6441 TURTLE ROCK TER	MAURA E MOORE		1123 HIGHLAND STREET	HELENA, MT	59601
3220130040330	16344 WOOD WALK	JULIO PIJEM & JOMARI PIJEM		14604 WINDIGO LN	ORLANDO, FL	32828
3220130040600	16340 SHADOW CT	JUANA FABIAN		16340 SHADOW CT	HIALEAH, FL	33014-6050
3220130040500	16339 WOOD WALK	LEIDY I NASIFF		16339 WOOD WALK	MIAMI LAKES, FL	33014
3220130040420	6430 SAWMILL LN	CHARLES BALL & W	LOUISE BALL	6430 SAWMILL LN	MIAMI LAKES, FL	33014-6020
3220130041950	6425 WINDMILL GATE RD	ROLANDO YANEZ		6425 WINDMILL GATE RD	MIAMI LAKES, FL	33014
3220130042020	6439 WINDMILL GATE RD	HUNG TSAI SOONG & W HUI TANG YANG		6439 WINDMILL GATE RD	MIAMI LAKES, FL	33014-5902
3220130041880	6407 WINDMILL GATE RD	CARLOS R VALDES	EUSTAQUIO I VEGA	6407 WINDMILL GATE RD	HIALEAH, FL	33014-6040

3220130040530	16333 WOOD WALK	VINCENT P DEANGELO &W	SHARON A DEANGELO	16333 WOOD WALK	MIAMI LAKES, FL	33014
3220130040750	6386 JACK RABBIT LN	DARLENE F SMITH		14113 ALAMANDA AVE	MIAMI LAKES, FL	33014-2906
3220130040430	6431 LEMON TREE LN	JORGE GABRIEL QUINONES	AMARILYS GONZALEZ	6431 LEMON TREE LN	MIAMI LAKES, FL	33014
3220130042420	6699 WINDMILL GATE RD	MIAMI-DADE COUNTY	LIBRARY DEPARTMENT	101 W FLAGLER ST	MIAMI, FL	33130-1504
3220130042120	16423 FOX DEN CT	JAILER SANCHEZ MADRIGAL	MABEL RAMIREZ GONZALEZ	16423 FOX DEN COURT	MIAMI LAKES, FL	33014
3220130040090	16334 OAK WALK	ROSA ANTUNA LE	REM ROSE MENCIA	16334 OAK WALK	MIAMI LAKES, FL	33014-6022
3220130040450	6435 LEMON TREE LN	NEIL J MURPHY		6435 LEMON TREE LN	MIAMI LAKES, FL	33014-6021
3220130040250	16351 RAVENWOOD PL	JAMES A DEVLIN		16351 RAVENWOOD PL	MIAMI, FL	33014-6019
3220130040820	6387 COTTON TAIL RD	ADRIANA PEREZ		14041 LAKE SARANAC AVE	MIAMI LAKES, FL	33014
3220130040100	16336 OAK WALK	ORIALIS GAMAYO		16336 OAK WALK	MIAMI LAKES, FL	33014
3220130040010	16341 WILLOW CREEK DR	ROBERTO LOPEZ	BEATRIZ SUAREZ	833 ALBERCA ST	CORAL GABLES, FL	33134-2444
3220130040490	16341 WOOD WALK	FRANK P ACOSTA		16341 WOOD WALK	MIAMI LAKES, FL	33014
3220130040130	6450 WINDMILL GATE RD	ANDREW BELL		6449 TURTLE ROCK TERR	HIALEAH, FL	33014
3220130042070	16407 FOX DEN CT	ROSA PRIETO		16407 FOX DEN CT	MIAMI LAKES, FL	33014
3220130041920	6417 WINDMILL GATE RD	LUIS PEREZ		6417 WINDMILL GATE ROAD	MIAMI LAKES, FL	33014
3220130040400	6434 SAWMILL LN	DANIEL ABRAHANTE		6434 SAWMILL LN	MIAMI LAKES, FL	33014-6020
3220130040120	16340 OAK WALK	JOSE M MOREJON	TERESA D MERUELO MIGUEL	16340 OAK WALK	MIAMI LAKES, FL	33014
3220130040390	6436 SAWMILL LN	PETRA PEREIRA LE	REM JULIO TOMAS PEREIRA JTRS	6436 SAW MILL LN	MIAMI LAKES, FL	33014
3220130040170	6442 WINDMILL GATE RD	RONALD L WARREN &	MIREY MUALIN	6442 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6024
3220130042410	16351 NW 67 AVE	THE GRAHAM COMPANIES		6843 MAIN ST	MIAMI LAKES, FL	33014-2048
3220130040470	6439 LEMON TREE LN	CAROLINA D GONZALEZ		6439 LEMON TREE LANE	MIAMI LAKES, FL	33014
3220130042080	16405 FOX DEN CT	DIANELYS RODRIGUEZ		15504 SHARPECROFT DR	HIALEAH, FL	33014
3220130042100	16401 FOX DEN CT	MARIA SOTO	ANNA M SOTO	16401 FOX DEN CT	MIAMI LAKES, FL	33014
3220130040670	6401 TURKEY RUN TER	ROSALIA M COTO		6401 TURKEY RUN TERR	MIAMI LAKES, FL	33014-6043
3220130040080	16332 OAK WALK	AMADO & RAFAEL RAMIREZ TRS		16332 OAK WALK	MIAMI LAKES, FL	33014-6022
3220130041870	6405 WINDMILL GATE RD	EVELYN F IRWIN		6405 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6040
3220130042160	16431 FOX DEN CT	ANTONIO MIGUEL RUBI	MARIA CARIDAD RUBI	5900 W 9 CT	HIALEAH, FL	33012
3220130042010	6437 WINDMILL GATE RD	NESTOR JOSE WINDEVoxel LORA	OLGA APARICIA C DE WINDEVoxel	6437 WINDMILL GATE ROAD	MIAMI LAKES, FL	33014
3220130040320	16342 WOOD WALK	EDWARD RODRIGUEZ		6167 MIAMI LAKES DR E	MIAMI LAKES, FL	33014-2408
3220130040660	6400 WINDMILL GATE RD	ISABELLE SANTIBANEZ		6400 WINDMILL GATE RD	MIAMI LAKES, FL	33014
3220130040210	6445 TURTLE ROCK TER	AURORA PELAEZ	MANUEL PELAEZ &W TERESITA M	6445 TURTLE ROCK TERR	MIAMI LAKES, FL	33014-6025
3220130040410	6432 SAWMILL LN	CLIFFORD ARENSON &W ANGELIE		951 APACHE ST	MIAMI SPRINGS, FL	33166
3220130042130	16425 FOX DEN CT	NOVALES PROP HOLDINGS NO 3 LLC		6380 MILK WAGON LN	MIAMI LAKES, FL	33014-6079
3220130040710	6409 TURKEY RUN TER	LEMM 2 LLC		15535 NW 83 CT	MIAMI LAKES, FL	33016
3220130040480	6441 LEMON TREE LN	DAVID PAGAN		6441 LEMON TREE LN	MIAMI LAKES, FL	33014-6021
3220130040060	16331 WILLOW CREEK DR	ERICK INSIGNARES		16331 WILLOW CREEK DR	MIAMI LAKES, FL	33014
3220130040510	16337 WOOD WALK	JOSE ALVAREZ	DAGMAR ALVAREZ	1775 W OLIVE AVE	CHICAGO, IL	60660
3220130040640	6404 WINDMILL GATE RD	MAIKEL RODRIGUEZ &W STEPHANIE		6404 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6042
3220130040140	6448 WINDMILL GATE RD	ANDREW BELL &W EVELYN S		6449 TURTLE ROCK RD	MIAMI LAKES, FL	33014
3220130040040	16335 WILLOW CREEK DR	ALEXANDER RODRIGUEZ JTRS	MICHELLE MARIE CORREA JTRS	16335 WILLOW CREEK DR	MIAMI LAKES, FL	33014
3220130041890	6409 WINDMILL GATE RD	JOSE R PEREZ JR		6409 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6040
3220130040620	6408 WINDMILL GATE RD	LEMM 2 LLC		15535 NW 83 CT	MIAMI LAKES, FL	33016
3220130040520	16335 WOOD WALK	ARLENE S WALLACH		13335 SW 43 ST	DAVIE, FL	33330-0000
3220130042000	6435 WINDMILL GATE RD	JUAN BORGES &W	ANGELICA BORGES	6435 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6075
3220130042060	16409 FOX DEN CT	ANTHONY D PEARSALL	MING PEARSALL	16409 FOX DEN CT	MIAMI LAKES, FL	33014
3220130040720	6411 TURKEY RUN TER	U S BANK NATIONAL ASSN TRS	CITIGROUP LOAN TRUST	425 WALNUT ST	CINCINNATI, OH	45202

3220130040260	16349 RAVENWOOD PL	LUIS G GONZALEZ		8905 SW 114TH ST	MIAMI, FL	33176
3220130040630	6406 WINDMILL GATE RD	MARIA M LAMAS	MARIA M LAMAS	15476 NW 77 CT #186	HIALEAH, FL	33016
3220130042110	16421 FOX DEN CT	ERNESTO AVELLANET &W NELLY		16421 FOX DEN CT	MIAMI LAKES, FL	33014-6027
3220130042090	16403 FOX DEN CT	GILBERTO TRUJILLO &W EULALIA		16403 FOX DEN CT	MIAMI LAKES, FL	33014-5903
3220130040610	6410 WINDMILL GATE RD	ALBERTO VELARDE		6410 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6042
3220130040460	6437 LEMON TREE LN	PATRICK ETHRIDGE		6437 LEMON TREE LN	MIAMI LAKES, FL	33014
3220130040690	6405 TURKEY RUN TER	ENRIQUE REYES	LOURDES REYES	14230 CYPRESS COURT	MIAMI LAKES, FL	33014
3220130040360	16350 WOOD WALK	MADELIN LLANES		16350 WOOD WALK	MIAMI LAKES, FL	33014-6018
3220130040280	16345 RAVENWOOD PL	TERRI MARTINEZ	TERESITA CASSOTA	840 50 PL	HIALEAH, FL	33012
3220130040580	16336 SHADOW CT	REINALDO PALACIOS		16336 SHADOW CT	MIAMI LAKES, FL	33014-6050
3220130040160	6444 WINDMILL GATE RD	MARIO A PENZO		6444 WINDMILL GATE RD	MIAMI LAKES, FL	33014
3220130040220	6447 TURTLE ROCK TER	MARTHA CORZO		6447 TURTLE ROCK TERR	MIAMI LAKES, FL	33014-6025
3220130040030	16337 WILLOW CREEK DR	LAURA CRISTINA LOPEZ		16337 WILLOW CREEK DR	MIAMI LAKES, FL	33014
3220130042030	6441 WINDMILL GATE RD	MILTON VASQUEZ JTRS	ISABEL JIMENO JTRS	6441 WINDMILL GATE RD	MIAMI LAKES, FL	33014
3220130040340	16346 WOOD WALK	TERESITA OTERO &H JOSE		16346 WOOD WALK	MIAMI LAKES, FL	33014-6018
3220130041980	6431 WINDMILL GATE RD	MARY M MARTIN		6431 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6075
3220130040380	6438 SAWMILL LN	JUDITH E STARK		6438 SAW MILL LANE	MIAMI LAKES, FL	33014-6020
3220130040730	6390 JACK RABBIT LN	IBIS T HERNANDEZ		6390 JACK RABBIT LN	MIAMI LAKES, FL	33014
3220130041900	6411 WINDMILL GATE RD	CARELIA CARCANO		6411 WINDMILL GATE RD	MIAMI LAKES, FL	33014-6081



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Alex Rey, Town Manager

**Subject:** FY 2015-16 Budget Revision - Special Revenue Fund

**Date:** July 26, 2016

---

### **Recommendation:**

Approve revision to FY 2015-16 Amended Budget modifying line items within the Special Revenue Fund - People's Transportation Plan (PTP 80%) as described below and summarized in Exhibit A. This modification has no impact on the total budget.

### **Background:**

A budget revision is required to modify line items within the Special Revenue Fund - People's Transportation Plan (PTP 80%) by reallocating \$100,000 from the Contingency Reserves to Transportation Studies line item. This reallocation has no impact on the total budget. The remaining available PTP 80% Contingency Reserves balance will be approximately \$220,000.

Funding is required to perform a feasibility study of an interchange between NW 87th Avenue and future extension of the Gratigny Expressway. Study will include evaluating the possibility of adding an on/off ramp from NW 87th Avenue to SR924 or I75, and to confirm the geometric design to include the new on-ramp without any right-of-way conflicts.

In addition to the above, the funds will be used for various traffic studies related to the Transportation Summit Implementation.

### **Attachments:**

**Exhibit A - People's Transportation Plan (PTP 80%) Revenue and Expenditure Budget  
Resolution - Budget Revision - 2015-2016**

**RESOLUTION NO. 16- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED FOR FISCAL YEAR 2015-2016 BY ORDINANCE NO. 15-186, AS AMENDED BY ORDINANCE NO. 16-190 AND NO. 16-193; MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 28, 2015, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the “Town”) Charter, the Town Council adopted the Budget for Fiscal Year 2015-2016 (the “Budget”) by Ordinance No. 15-186; and

**WHEREAS**, on February 2, 2016, the Town Council amended the Budget by Ordinance No. 16-190; and

**WHEREAS**, on June 7, 2016, the Town Council further amended the Budget by Ordinance No. 16-193; and

**WHEREAS**, Section 4 of Ordinance No. 14-174 authorizes the Town Council to modify any department, category total or line item of the Budget by resolution so long as the modification does not exceed the Town’s total budgeted funds for the Fiscal Year 2015-2016; and

**WHEREAS**, the Town Council, in accordance with Section 4 of Ordinance No. 15-186, has determined that it is necessary to modify the Budget as set forth in “Exhibit A” attached hereto.

**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 are incorporated herein by this reference.

**Section 2.    Line Item Modification.** The Budget for Fiscal Year 2015-2016 adopted in Section 2 of Ordinance No. 15-186, and subsequently modified by Ordinance No. 16-190 and No. 16-193, is hereby modified, as reflected in “Exhibit A” attached hereto. The revisions for each fund are within the approved expenditure authority for Fiscal Year 2015-2016. The Town

Council hereby modifies the budget as set forth therein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments and or line item revisions necessary to close out the Fiscal Year within each department's expenditure authority.

**Section 3.**     **Rounding.** As presented, the 2015-2016 Budget and Actual Expenses are rounded to the nearest hundred; therefore, line item adjustments within \$100 are hereby incorporated within "Exhibit A."

**Section 4.**     **Authorization of Town Manager.** The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this resolution and expend budgeted funds.

**Section 5.**     **Effective date.** This Resolution shall become effective immediately upon adoption hereof.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr. \_\_\_\_\_  
Vice Mayor Manny Cid \_\_\_\_\_  
Councilmember Tim Daubert \_\_\_\_\_  
Councilmember Tony Lama \_\_\_\_\_  
Councilmember Ceasar Mestre \_\_\_\_\_  
Councilmember Frank Mingo \_\_\_\_\_  
Councilmember Nelson Rodriguez \_\_\_\_\_

---

Michael A. Pizzi, Jr.  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

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

## **EXHIBIT “A”**

**TOWN OF MIAMI LAKES**  
**FY2015-16 AMENDED BUDGET**  
**SPECIAL REVENUE FUND**

Revenue and Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2015-16 ADOPTED BUDGET	FY2015-16 AMENDED BUDGET	FY2015-16 REVISION	FY2015-16 AMENDED BUDGET	COMMENTS
<b>PEOPLE'S TRANSPORTATION PLAN (PTP 80%)</b>					
<b>REVENUE</b>					
TRANSPORTATION 80% PTP	\$850,000	\$850,000	\$0	\$850,000	
TRANSPORTATION 5% SALES TAX	\$0	\$0	\$0	\$0	
INTEREST EARNINGS	\$500	\$500	\$0	500	
TRANSFER IN FROM GENERAL FUND	\$0	\$176,384	\$0	176384	
SR TRANSPORTATION BUDGET CARRYFORWARD	\$345,449	\$355,921	\$0	355921	
<b>TOTAL REVENUES</b>	<b>\$1,195,949</b>	<b>\$1,382,805</b>	<b>\$0</b>	<b>\$1,382,805</b>	
<b>EXPENDITURE</b>					
PROFESSIONAL SERVICES	\$0	\$0	\$0	\$0	
TRANSPORTATION STUDIES	\$0	\$37,780	\$100,000	\$137,780	Traffic studies related to Transportation Summit Implementation
STREET LIGHTING UTILITIES	\$270,000	\$270,000	\$0	\$270,000	
STREET LIGHTING REPAIRS AND MAINT	\$110,000	\$110,000	\$0	\$110,000	
BIKEPATH/GREENWAY REPAIR & MAINT	\$0	\$15,000	\$0	\$15,000	
CONTINGENCY	\$319,773	\$323,850	(\$100,000)	\$223,850	Contingency for Transportation project needs
ADMIN PTP EXP 5%	\$42,500	\$42,500	\$0	\$42,500	
TRANSFER OUT- CIP PARKS	\$0	\$0	\$0	\$0	
TRANSFER CAPITAL-TRANSPORTATION	\$0	\$130,000	\$0	\$130,000	
TRANSFER CAPITAL-STORMWATER	\$300,000	\$300,000	\$0	\$300,000	
TRANSFER TO SERIES 2013	\$153,675	\$153,675	\$0	\$153,675	
<b>TOTAL EXPENDITURES</b>	<b>\$1,195,949</b>	<b>\$1,382,805</b>	<b>\$0</b>	<b>\$1,382,805</b>	



## **Town of Miami Lakes Memorandum**

---

**To:**            **Honorable Mayor and Town Councilmembers**

**From:**        **Alex Rey, Town Manager**

**Subject:**     **Appointment of Auditor Selection Committee**

**Date:**        **July 26, 2016**

---

### **Recommendation:**

It is recommended that the Town Council approve the members of the Auditor Selection Committee for evaluation and selection of an auditing firm.

### **Background:**

Section 4.10 of the Town's Charter provides that the Council shall provide for an annual independent audit of all Town accounts and may provide more frequent audits as it deems necessary.

The auditing services of GLSC and Company will expire with the completion of their audit for the fiscal year ending September 30, 2015. Generally, selection committees are appointed by the Town Manager and they make a recommendation to the Town Manager who in turn, makes a recommendation to the Town Council. However, pursuant to F.S. 218.391, the governing body shall establish an audit committee whose primary purpose is to assist the governing body in selecting an auditor to conduct the required annual financial audit required by section 218.39.

In addition to requiring that the audit committee be established by the governing body, F.S. 218.391 also provides that the audit committee shall :

- 1.) Establish evaluation factors to be used in the RFP;
- 2.) Publicly announce requests for proposals;
- 3.) Provide interested firms with a request for proposal;
- 4.) Receive and evaluate proposals from qualified firms. (Must be certified/licensed public

accounting firms).

5.) Rank and recommend in order of preference no fewer than three (3) of the most highly-qualified firms. (If fewer than three (3) proposals were received, then the one (1) or two (2) firms the committee recommends as the most highly-qualified).

In the event that no satisfactory contract can be accomplished with any of the recommended firms, the committee must recommend additional firms, and negotiations must continue until an agreement is reached in accordance with section 218.391, Fla. Stat.

I recommend the following individuals to serve on the Audit Selection Committee:

- Allison R. Williams, CPA, CGFO, CGMA, Chief Financial Officer, City of Miami Beach
- Andre L Teixeira, CPA, Chief Financial Officer, The Graham Companies
- Ismael Diaz, MBA, Finance Director, Town of Miami Lakes
- Amber Riviere, Chief Financial Officer, Village of Bal Harbor

### **Attachments:**

**Florida Statute Section 218.391 (2016)**

**Resolution**

**RESOLUTION NO. 16-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA ESTABLISHING AN AUDITOR SELECTION COMMITTEE PURSUANT TO SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR COMMITTEE MEMBERSHIP; PROVIDING FOR THE DUTIES OF THE AUDITOR SELECTION COMMITTEE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE WITH THE AUDITOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 218.391(2) Florida Statutes requires the governing body of a municipality to establish an auditor selection committee for the primary purpose of selecting an auditor to conduct the Town’s financial audit required by Chapter 218, Florida Statutes; and

**WHEREAS**, the Town previously selected an auditor in 2011 and the existing contract for auditing services is scheduled to expire, thereby necessitating the establishment of the auditor selection committee to assist the Town Council in selection of an auditor through the Request for Proposals (“RFP”) process; and

**WHEREAS**, Section 218.391(4)(d), Florida Statutes, authorizes the Town Council to designate the Town Manager to negotiate with the selected firm on behalf of the Town Council; and

**WHEREAS**, finds that the establishment of an auditor selection committee and the designation of the Town Manager to negotiate on behalf of the Town Council is in the best interests of the Town; and

**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.**     **Establishment of Auditor Selection Committee.** The Auditor Selection Committee (the “Committee”) is established pursuant to Section 218.391, Florida Statutes.

**Section 3.**     **Composition of the Committee.** The Committee shall be comprised of Allison R. Williams, Chief Financial Officer, City of Miami Beach; Andre L Teixeira, CPA, Chief Financial Officer, The Graham Companies and Ismael Diaz, MBA, Finance Director, Town of Miami Lakes and Amber Riviere, Chief Financial Officer, Village of Bal Harbor. The Town Manager is authorized to appoint an alternate member should a member of the Committee not be able to serve.

**Section 4.**     **Duties.** The Committee shall have the primary purpose of assisting the Town Council in the selection of an auditor to conduct the Town’s annual financial audit. The Committee’s specific duties shall be those duties specified in Section 218.391(3), Florida Statutes, as may be amended from time to time. The Committee may also serve other audit oversight purposes.

**Section 5.**     **Negotiations.** The Town Manager pursuant to Section 218.391(4)(d), Florida Statutes, is authorized to conduct negotiations with the selected firm on behalf of the Town Council.

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr.	_____
Vice Mayor Tim Daubert	_____
Councilmember Manny Cid	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

---

Michael A. Pizzi, Jr.  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

---

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

Select Year:  

## The 2016 Florida Statutes

---

[Title XIV](#)  
TAXATION AND  
FINANCE

[Chapter 218](#)  
FINANCIAL MATTERS PERTAINING TO POLITICAL  
SUBDIVISIONS

[View Entire  
Chapter](#)

### **218.391 Auditor selection procedures.—**

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm

ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(e) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. [218.39](#) and the needs of the governing body.

(f) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(g) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(d) Written contracts entered into pursuant to subsection (g) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32.



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Mayor and Town Council**

**From: Alex Rey, Town Manager**

**Subject: FY 2016-17 Proposed Millage Rate, Budget Hearing Dates & General Fund Budget Message**

**Date: July 26, 2016**

---

### **Recommendation:**

Please find attached memorandum.

### **Attachments:**

**Memorandum from Town Manager - Budget Message**

**Position Summary**

**General Fund Budget Summary**

**General Fund Revenue Detail**

**General Fund Expenditure Detail**

**Resolution**



# **TOWN OF MIAMI LAKES**

## **MEMORANDUM**

---

**To:** Honorable Mayor and Town Council

**From:** Alex Rey, Town Manager

**Subject:** FY 2016-17 Proposed Millage, Budget Hearing Dates and General Fund Budget

**Date:** July 26, 2016

---

### **Recommendation**

It is recommended that Town Council approve a preliminary millage rate for Fiscal Year 2016-17 at 2.3518 mills, which is \$2.3518 per \$1,000 of assessed property value. This is the same millage rate as adopted for the current year and one of the lowest millage rates in Miami-Dade County. The proposed millage rate is expected to yield \$6,278,000 in ad valorem revenue at 95% of value based on the July 1, 2016 estimated Property Tax Roll, as provided by Miami-Dade County Property Appraiser.

The proposed resolution also sets the budget hearing dates. Pursuant to State law, we cannot conflict with the budget hearing dates for Miami-Dade County School Board (July 27<sup>th</sup> and September 7<sup>th</sup>) and Miami-Dade County (September 8<sup>th</sup> and September 22<sup>nd</sup>). Therefore, we recommend holding the Town's Budget Hearings on **Tuesday, September 6<sup>th</sup> at 5:01pm and Tuesday, September 20<sup>th</sup>, 2016 at 6:00 pm**. In addition to the publically noticed Budget Workshop held on July 11, 2016 a second public workshop is scheduled for August 15, 2016.

### **Background**

Over the last two years, that Town has invested in new community facilities, stormwater infrastructure improvements, enhanced communication and transparency, Police resources to reduce traffic at troubled spots, beautification projects and improved response times to requests for service through new technologies and process improvement.

In November, 2015 the Town adopted a 2025 Strategic Plan that outlines six goal areas including enhanced mobility, beautification, economic development, sustainability, communication and innovation/technology. Each goal area is supported by a handful of Objectives as adopted by the Town Council. Staff has developed specific Initiatives with

supporting work plans to accomplish the Goals and Objectives provided for in the 2025 Strategic Plan. At the workshop on July 11, 2016, staff outlined several components of the plan that will require funding from the general fund. We recently released the annual update on the implementation of the Plan; with the Town's number one priority, Mobility, being funded by Special Revenues and the Mobility Fee (adopted in 2016). Beautification and communication initiatives are primarily funded by the General Fund.

## **FY 2016-17 PROPOSED GENERAL FUND BUDGET**

The FY 2016-17 Proposed General Fund Budget proved at the onset to be challenging due to increases in contractual services for Police as well as grounds, rights-of-way and facility maintenance, group health insurance cost and general elections, offset by minimal increases in revenues. This eliminated much of the flexibility we were hoping to have and as a result, there are several items that are currently not funded that will be discussed later in this memorandum.

### **Property Tax Roll Value**

The estimated roll value from Miami-Dade County Property Appraiser on July 1, 2016 reflects a gross taxable value of \$2,809,602,232, which includes an increase of \$18,421,999 in new construction and improvements. As compared to the certified taxable value for the previous year of \$2,691,096,427, the July 1, 2016 figures reflect an increase in taxable value of \$118.5 million or 4.4%. While the increase in roll value is modest, it shows that over the last five years the Town has been able to hold its value. It is therefore important that we continue to invest in the Town's infrastructure and beautification to make Miami Lakes a desirable place to be.

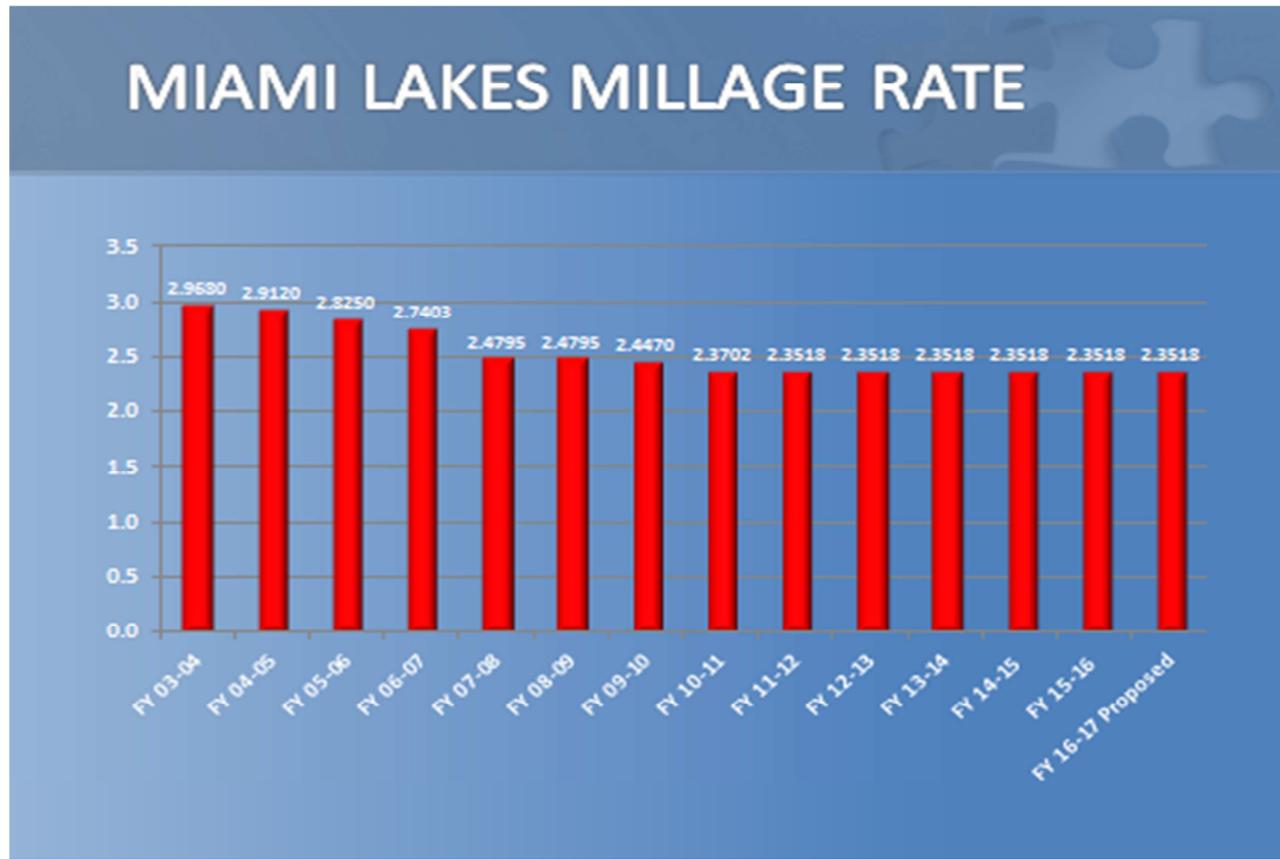
As seen in the graph below, Property Tax Roll value has been steadily on the rise since FY 2012-13, thus reflecting signs of continuous economic recovery and growth.



**Millage Rate**

The current year adopted millage rate for the Town of Miami Lakes was the fifth lowest millage rate in Miami-Dade County as compared to other 2016 municipal rates. The Town has steadily reduced its millage since its first year of incorporation and then maintained the same low rate since FY 2011-12 in spite of declining tax roll values for several years, resulting in a millage rate reduction from 3.057 to 2.3518, for an overall reduction of 0.7052 mills or 23%. I recommend we continue to stay the course with the same rate as the last five years, and as such, I propose the millage rate of 2.3518 for FY 2016-17.

The chart below depicts the Millage Rate since the Town’s incorporation.



### **Rolled-Back Rate**

The rolled-back rate for FY 2016-17 is 2.2194. This rate, calculated as required by the State Department of Revenue, will provide the same ad valorem tax revenue as levied during the prior year exclusive of new construction and improvements. The proposed millage rate of 2.3518 is 5.97% higher than the current year aggregate rolled-back rate. The state required methodology for calculating the rolled-back rate uses the roll value after the Value Adjustment Board action. For the Town, the final gross taxable value is \$2,634,079,123, which is \$57 million less than the preliminary July 1 base roll figure of \$2,691,096,427. The rolled-back rate would generate \$354,150 less in ad valorem revenue as compared to the proposed rate of 2.3518.

It is worth noting that the calculation of the rolled-back rate does not take into account the current rate of change to the Consumer Price Index (CPI) for all goods which is 1.30% from FY 2015 to FY2016. Additionally, the calculation does not take into account the normal increase in operating costs driven by the CPI.

### Ad Valorem

The Town's taxable property value is \$2,809,602,232, a 4.4% increase from the prior year. The FY2016-17 Proposed Budget was developed using the current and proposed millage rate of 2.3518. This millage rate generates property tax revenue or ad valorem, calculated at 95% for budget purposes, of \$6,278,000 to the General Fund Revenue Budget. The impact is approximately \$265,000 increase in ad valorem revenue for FY 2016-17.

### FACTORS AFFECTING FY 2016-17 BUDGET

#### I. REVENUES

Within the last three years the effects of the economy has improved, but the Town continues to experience the impact of the Town's taxable values, revenue streams and the cost of operations. Revenues have finally begun to show a slight turnaround, particularly in the area of property taxes which is a direct result of the increase in property values. Revenues from the State, permits, fines and user fees have shown modest increases and we are proposing a total General Fund Budget of \$15,753,634 for FY 2016-17 or \$391,000 in additional revenues as compared to the current year. **It should be noted that for FY 2016-17, all building permit activity has been separated from the General Fund, and the related revenues and expenditures will be accounted for in the Building Fund.**

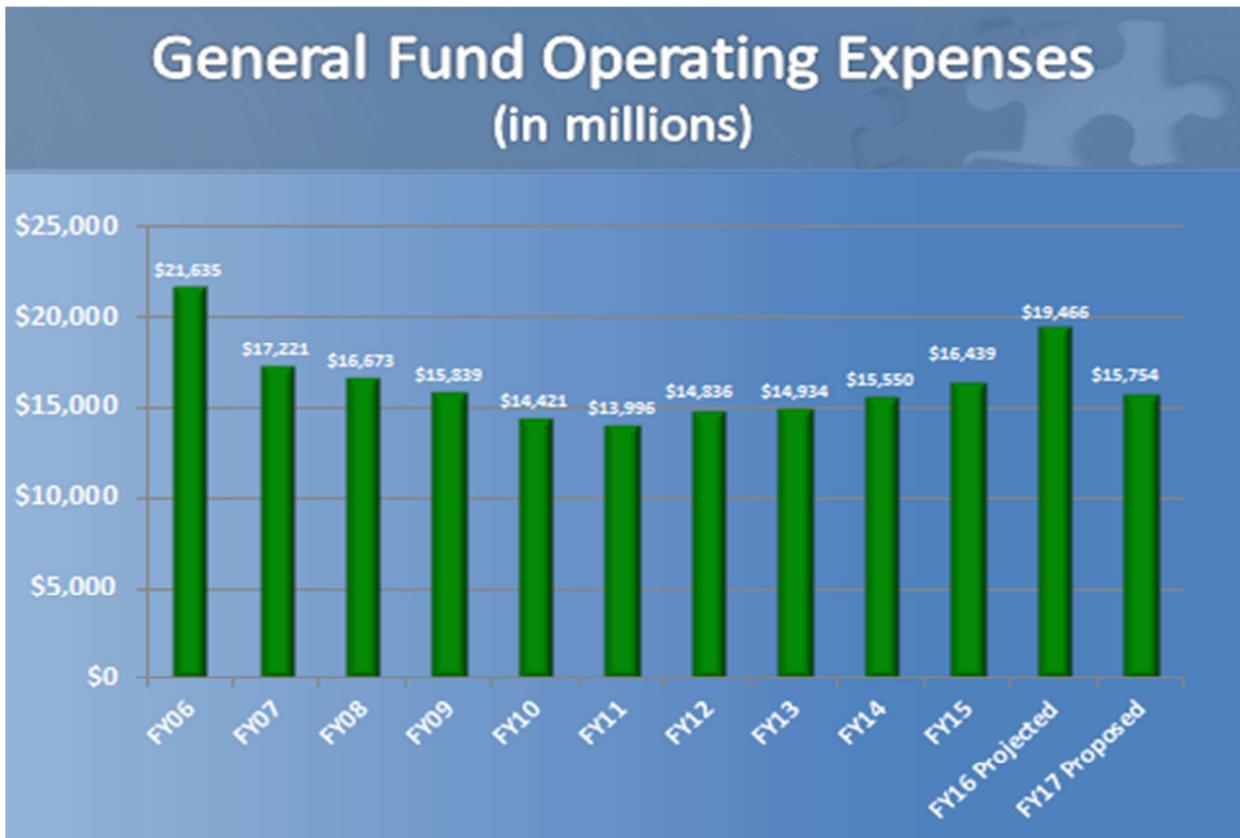
Property taxes remain the primary source of funding for all Town services and show an increase \$265,000 over the current. Revenues are also derived from franchise fees, utility taxes, State Revenue Sharing, Half-Cent Sales Tax, Communication Services Tax, business licenses, user fees for services, fines, and interest income which in total, nets to approximately \$126,000 in additional revenues for FY2016-17.

Subsequent to the July 11, 2016 Budget Workshop, the State posted estimated Communication Services Tax revenues to Miami Lakes to be approximately \$150,000 less than the Town's Proposed Budget assumes. At this point, we are recommending to leave the revenue at the same level as in the Proposed Budget as the reduction is attributed to a refund claim from ATT Mobility for internet access charges, most jurisdictions are affected through this refund. The formal, written notification that misallocations have occurred will be sent on or about November 15, 2016.

The Lien Amnesty Program implemented in 2015 was very successful in achieving compliance for outstanding code cases. The program ended in the first quarter of FY 2015-16 and as a result, we will no longer see those one time revenues in an amount of approximately \$70,000.

## II. EXPENSES/SIGNIFICANT BUDGET CHANGES

As indicated in the chart below, the Town has significantly reduced expenses over the last ten years from a high of \$21,634,500 in 2006 to a projected FY 2016-17 Expense Budget of \$15,753,634. As compared to FY 2015-16 Projected Expenses **excluding** carryover funds for projects (\$500,000), developer's reimbursement of Series 2013 Loan (\$1.7M) and the Building permit activity expenses (\$1.2M), the FY2016-17 Proposed Expense Budget reflects an increase of approximately \$391,000 or 3%. Significant changes affecting the Proposed Budget are described below:



- **Merit and Cost of Living Increases** - Salary surveys indicate that we are not staying competitive with our peers and most other municipalities have proposed merit and cost of living adjustment (COLA) for FY2016-17. The Proposed Budget includes an across the board 2% COLA effective April 2017 for approximately \$25,000.
- **Staffing** The Proposed General Fund Budget includes thirty-two full-time positions, three part-time positions, eight seasonal positions and seven part-time seasonal positions. This is less eight positions that have been transferred to the Building Fund and one position to the Facility Maintenance Fund. As compared to the current year's

staff complement, we have converted two part-time positions (Receptionist in Administration and Leisure Services Specialist in Community Services) to one full-time position, Recreation Assistant. Additionally, the part time Accounting Technician in Finance was converted to full time status to manage the prompt payment of invoices pursuant to the requirements of State Law; these conversions have a minimal impact to the Budget, but reduce part-time staffing position by one.

In keeping with the business model of the Town, we continue to maintain a small contingency of staff with core competencies in specialized areas and contract out many of the service delivery functions when it provides long-term savings to do so.

- **FRS Contribution** – The Florida Retirement System contribution rate increased slightly from 7.26% to 7.52% for regular employees as of July 1, 2016 and has no significant impact to the Budget.
- **Group Health Insurance** – Based on prior years' trend, we have included a 15% increase for group health insurance totaling \$66,000. The Town has implemented various wellness activities with the goal of reducing health care premium cost and improving morale.
- **General Election** – Funding for the cost of general election of the mayoral seat, Seats 1, 3, and 5. \$40,000.
- **Police Services** – The Budget reflects an increase of \$303,500 for Police patrol expenses. This is as a result of the settlement agreement between the County and the Police Benevolent Association that includes a 4% COLA effective October 2016 (\$176,900), significant increase to the group health insurance (\$69,700) and an allocation (\$56,900) for overtime to mitigate traffic issues within the Town of Miami Lakes.
- **Grounds Maintenance Contractual Services** – Several rights-of-way and landscape maintenance contracts will expire and need to be rebid in FY 2017. It is expected that contract pricing for these services will increase due to market changes driven by increased labor and material costs, construction demand (\$73,550)
- **Reimbursement from Building Fund** - As previously mentioned, the building permit activity has been transferred out of the General Fund and a new Building Fund created to account for all related revenues and expenditures. As such, the Building Fund will reimburse the General Fund \$124,500 for administrative support provided by the General Fund.
- **Committees** The total Committees' Budgets have been set at \$200,150, the same level as the current and previous year, however, the Cultural Affairs Committee and the Youth

Activities Task Force are requesting an increase of \$7,700 and \$3,900, respectively, which has not been funded at this time. Justification for their budgets was presented at the 1<sup>st</sup> Budget Workshop on July 11, 2016.

- **Transfers** The Proposed General Fund Budget for FY 2016-17 has no transfers for one-time expenses or capital projects.
- **Fund Balance** In accordance with the Town's audited financials as reported in the FY 2014-15 Comprehensive Annual Financial Report (CAFR), the General Fund Balance at the beginning of FY 2015-16 was \$4,566,497. During the year, Council approved transfers from the Fund Balance totaling \$1,504,340: FEMA reimbursement (\$747,000), Legal Fees (\$250,000), Special Election Mail Ballot (\$75,000), Public Officials Insurance increase (\$50,000), Litigation Reserves (\$300,000) and other project related expenses (\$82,340). This reduced the fund balance to \$3,062,157.

At the end of FY 2015-16, our operations are estimated to result in a surplus of approximately \$453,000, thus increasing the Fund Balance to \$3,515,157. Of this amount, \$2,363,045 or 15% of the General Fund Operating Budget is required to remain as a Reserve which leaves the Town with an undesignated or unrestricted reserve of \$1,152,112.

### III. UNFUNDED NEEDS/UNADDRESSED ITEMS

The FY 2016-17 Proposed General Fund Budget does not include funding for various projects and initiatives that staff has been directed to implement or are necessary for operational purposes. At the July 11<sup>th</sup> Budget Workshop, a total of \$1,868,670 in unfunded projects was submitted by staff and subsequently ranked by Town Council. Below is a list of the top six council-ranked unfunded items. The Senior Adult Programming is proposed to be funded through a Pay for Play approach.

- **Police Services \$292,700** - 2 Police Officers are being requested to meet the demand of calls for service based on the Town's population. This would increase the staffing from 45 to 47 sworn personnel. The Town has applied for a COPS grants in the amount of \$130,000 over the next three years to help fund these services.
- **West Lakes Neighborhood Reforestation Program \$100,000** – The Beautification Master Plan has identified trees per street for reforestation in the West Lakes neighborhood for a total of \$500,000. This funding will remove and replace 1/5 of the canopy. Additional funding will be required over the next 4 years to complete the process.

- **Removal and Replacement of Black Olive Trees \$85,000** – A total of 525 black olive trees have been identified in this fiscal year for immediate removal.
- **Beautification: NW 67<sup>th</sup> Avenue and 138<sup>th</sup> Street \$200,000** – Construction of a complete entry feature to include streetscape, landscape and lighting.
- **Senior Adult Programming \$0** – To offer adult and senior programming in the evenings and on weekends as a Pay for Play option.
- **Public Officials Litigation Reserves \$500,000** - Partial funding for the potential settlement of the criminal lawsuit in the case of Michael Pizzi vs Town of Miami Lakes. I am proposing to fund through FY 15-16 carry-over.

### **Conclusion**

While we were able to present a balanced budget with no millage increase, this budget funds no new Parks capital improvements or beautification; in addition, the potential reduction in Communications Services Tax leaves us with very limit flexibility on the coming year.

Overall, the cost of doing business continues to increase, healthcare, construction and maintenance services continue to rise and the Town's capital assets must be maintained and improved. There are a number of challenges expected in the coming years and we will need to explore new revenue initiatives beyond ad valorem. As such, we remain committed to managing our resources in a financially stable manner and continue to offer exceptional quality of service to our residents.

# TOWN OF MIAMI LAKES

## Positions by Department

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Comments
<b>Mayor and Town Council</b>						
<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	
<b>FT Sub-Total</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	
<b>Town Clerk</b>						
<i>Full Time</i>						
Town Clerk	1	1	1	1	1	
<b>FT Sub-Total</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	
<i>Part Time</i>						
Sound Engineer	1	0	0	0	0	
Deputy Town Clerk	0	0	1	0	0	
<b>PT Sub-Total</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	
<b>Town Administration</b>						
<i>Full Time</i>						
Town Manager	1	1	1	1	1	
Director of Administration	1	0.5	0.5	1	1	
Finance Director	1	1	1	1	1	
Comptroller/Senior Accountant	1	1	1	1	1	
Budget Manager	0	1	1	1	1	
Accountant	1	1	1	1	1	
Secretary/Receptionist	2	2	2	1	1	
Procurement Manager	1	1	1	1	1	Temporarily contracted
Procurement Specialist	0	1	1	1	1	
Assistant to the Town Manager	1	1	1	1	1	
IT Systems Administrator	1	0	0	0	0	
Information Technician	1	0	0	0	0	
Accounting Technician	0	0	0	0	1	Converted two part-time positions to one full-time
Grantswriter	1	1	1	1	1	
<b>FT Sub-Total</b>	<b>12.0</b>	<b>11.5</b>	<b>11.5</b>	<b>11</b>	<b>12</b>	
<i>Part Time</i>						
HR Specialist	1	1	1	1	1	
Senior Accountant	1	1	0	0	0	
Accounting Technician	0	0	0	1	0	Converted to full-time status
<b>PT Sub-Total</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	
<i>Seasonal</i>						
Interns	2	2	1	1	1	
<b>Seasonal Sub-Total</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	
<b>Building and Zoning</b>						
<i>Full Time</i>						
Building Official	1	1	1	1	0	Transferred to Building Fund
Chief Building Inspector	1	1	1	1	0	Transferred to Building Fund
Senior Building Inspector	0	0	1	1	0	Transferred to Building Fund
Permit Clerk Supervisor	1	1	1	1	0	Transferred to Building Fund
Permit Clerk	2	3	3	3	0	Transferred to Building Fund
Facilities Maintenance Coordinator	1	1	1	1	0	Transferred to Facilities Maintenance Fund
Records Management - Scanning	1	1	1	1	0	Transferred to Building Fund
<b>FT Sub-Total</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>0</b>	

# TOWN OF MIAMI LAKES

## Positions by Department

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Comments
<b>Part Time</b>						
Zoning Official	1	1	1	1	1	
Permit Clerk	1	0	1	0	0	
<b>PT Sub-Total</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	
<b>Neighborhood Services</b>						
<b>Full Time</b>						
Director of Administration	1	0.5	0.5	0	0	
Code Compliance Manager	1	1	1	1	1	
<b>FT Sub-Total</b>	<b>2</b>	<b>1.5</b>	<b>1.5</b>	<b>1</b>	<b>1</b>	
<b>Planning</b>						
<b>Full Time</b>						
Planning Director	1	1	1	1	1	
Planning Technician	1	1	1	1	1	
<b>FT Sub-Total</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	
<b>Community Services</b>						
<b>Full Time</b>						
Chief of Operations	0	0	0	0.5	0.5	Partially funded in Public Works
Community & Leisure Services Director	1	1	1	0	0	
Landscape Supervisor	0	0	0	0	0	
Greenspace Maintenance Supervisor	1	1	1	1	1	
Arborist/Field Inspector	0	0	0	1	1	
Community & Leisure Services Coordinator	1	1	1	0	0	
Business Operations Supervisor	0	0	0	1	1	
Parks & Athletics Manager	1	1	1	1	1	Title reclassified from Athletics Facilities Supervisor
Leisure Services Specialist	1	1	1	1	1	
<b>FT Sub-Total</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5.5</b>	<b>5.5</b>	
<b>Part Time</b>						
Leisure Services Specialist	4	2	2	2	1	2 Part-time positions combined (Receptionist & Leisure Services Specialist) to full time Recreation Assistant
<b>PT Sub-Total</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	
<b>Part Time/Seasonal</b>						
Crossing Guards	0	0	7	7	7	
<b>PT/Seasonal Sub-Total</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>7</b>	<b>7</b>	
<b>Economic Development, Leisure Services and Communications</b>						
Economic Development and Communications Director	0	0	0	1	1	
Leisure Services Manager	1	1	1	1	1	
Committee and Special Events Coordinator	1	1	1	1	1	
Leisure Programs Coordinator	1	1	1	1	1	
Recreation Program Specialist	0	0	0	1	1	
Recreation Assistant	0	0	0	0	1	Two part-time positions combined (Receptionist & Leisure Services Specialist) to full time status
Community Engagement & Outreach Manager	0	0	0	1	1	Title reclassified from Communications Specialist
<b>FT Sub-Total</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>7</b>	

# TOWN OF MIAMI LAKES

## Positions by Department

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Comments
<b>Seasonal</b>						
Class Instructors	6	6	6	8	8	Transferred from Community Services
Interns	2	2	1	0	0	Transferred from Community Services
<b>Seasonal Sub-Total</b>	<b>8</b>	<b>8</b>	<b>7</b>	<b>8</b>	<b>8</b>	
<b>Public Works and Capital Improvements</b>						
<b>Full Time</b>						
Chief of Operations	0	0	0	0.5	0.5	Position partially funded in Community Services
Public Works Director	1	1	1	0.5	0.5	Position partially funded in Stormwater
Landscape Supervisor	1	1	0	0	0	
<b>FT Sub-Total</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	
<b>Part Time</b>						
Public Works Senior Designer	0	1	0	0	0	
<b>PT Sub-Total</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>GENERAL FUND SUMMARY</b>						
<b>Full time</b>	<b>36</b>	<b>36</b>	<b>36</b>	<b>39</b>	<b>32</b>	
<b>Part time</b>	<b>9</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>3</b>	
<b>Seasonal</b>	<b>8</b>	<b>8</b>	<b>7</b>	<b>8</b>	<b>8</b>	
<b>Part Time/Seasonal</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>7</b>	<b>7</b>	
<b>SPECIAL REVENUE FUND - TRANSIT</b>						
<b>Full Time</b>						
Transit Coordinator	0	0	1	1	1	
<b>FT Sub-Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1</b>	
<b>Part Time</b>						
Transit Coordinator	1	1	0	0	0	
<b>PT Sub-Total</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>BUILDING FUND</b>						
<b>Full Time</b>						
Building Official	0	0	0	0	1	Transferred from General Fund
Chief Building Inspector	0	0	0	0	1	Transferred from General Fund
Senior Building Inspector	0	0	0	0	1	Transferred from General Fund
Permit Clerk Supervisor	0	0	0	0	1	Transferred from General Fund
Permit Clerk	0	0	0	0	3	Transferred from General Fund
Records Management - Scanning	0	0	0	0	1	Transferred from General Fund
<b>FT Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	
Part Time Building Inspectors and Plan Reviewers		based on hours	based on hours	based on hours	based on hours	
<b>STORMWATER UTILITY FUND</b>						
<b>Full Time</b>						
Public Works Director	0	0	0	0.5	0.5	Position partially funded in Public Works
Public Works Manager	1	1	1	0	0	
Stormwater Analyst	0	0	0	1	1	
Vacuum Truck Driver	1	1	1	1	1	
Vacuum Truck Driver Assistant	1	1	1	1	1	
<b>FT Sub-Total</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3.5</b>	<b>3.5</b>	
<b>FACILITY MAINTENANCE FUND</b>						
<b>Full Time</b>						
Facility Maintenance Coordinator	0	0	0	0	1	Transferred from Building and Zoning
<b>FT Sub-Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	

**TOWN OF MIAMI LAKES**  
**GENERAL FUND SUMMARY**

ACCOUNT NAME/DEPARTMENT	FY2013-14 ACTUALS	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 PROJECTION	FY2016-17 PROPOSED BUDGET	FY2016-17 PRELIMINARY CHANGE
<b>Revenues</b>						
Ad Valorem Taxes	\$ 5,525,235	\$ 5,784,851	\$ 6,013,000	\$ 5,938,769	\$ 6,278,000	\$ 339,231
Franchise Fees	1,147,889	1,160,066	1,250,000	1,200,000	1,200,000	-
Utility Service Tax	2,880,433	2,856,736	2,780,000	2,918,799	2,945,000	26,201
Intergovernmental Revenues	4,811,885	4,415,277	4,606,101	4,471,318	4,546,600	75,282
Permits & Fees	1,467,849	1,312,020	1,451,200	1,556,903	408,750	(1,148,153)
Fines & Forfeitures	260,566	312,466	203,709	268,002	173,500	(94,502)
Miscellaneous Revenues	167,619	253,029	250,550	231,498	201,784	(29,714)
<b>Sub-total Recurring Revenues</b>	<b>16,261,476</b>	<b>16,094,445</b>	<b>16,554,560</b>	<b>16,585,289</b>	<b>15,753,634</b>	<b>(831,655)</b>
Developer's Reimbursement	-	-	1,828,227	1,828,987	-	(1,828,987)
Transfers In	-	15,161	-	-	-	-
Prior Year Carry-Over Funds	-	-	1,504,340	1,504,340	-	(1,504,340)
<b>Sub-total Other Revenues</b>	<b>-</b>	<b>15,161</b>	<b>3,332,567</b>	<b>3,333,327</b>	<b>-</b>	<b>(3,333,327)</b>
<b>Total Revenues</b>	<b>16,261,476</b>	<b>16,109,606</b>	<b>19,887,127</b>	<b>19,918,616</b>	<b>15,753,634</b>	<b>(4,164,982)</b>
<b>Expenditures</b>						
Town Mayor & Council	354,820	412,723	371,220	334,997	352,726	17,729
Town Clerk	197,819	216,272	252,827	241,600	213,597	(28,003)
Town Attorney	259,207	639,965	403,000	403,000	235,000	(168,000)
Administration	2,007,743	1,966,093	4,055,259	3,992,455	2,203,732	(1,788,723)
Police	6,410,777	6,898,462	7,348,813	7,206,248	7,665,767	459,518
Town Neighborhood Services/Planning	791,995	724,685	606,658	625,025	489,761	(135,264)
Building	960,710	1,073,750	1,185,568	1,094,325	117,905	(976,421)
Community & Leisure Services	2,388,991	2,604,733	2,822,814	2,852,947	-	(2,852,947)
Parks & Community Services	-	-	-	-	2,402,321	2,402,321
Community Engagement & Outreach	-	-	-	-	595,684	595,684
Special Events - Committees	142,065	169,219	213,745	213,745	200,150	(13,595)
Public Works	1,063,290	956,670	1,109,299	1,140,899	1,123,571	(17,329)
QNIP	153,423	153,423	153,423	153,423	153,423	-
Non-Departmental	66,447	-	1,364,500	1,206,705	-	(1,206,705)
<b>Sub-total Expenditures</b>	<b>14,797,286</b>	<b>15,815,995</b>	<b>19,887,127</b>	<b>19,465,369</b>	<b>15,753,634</b>	<b>(3,711,735)</b>
Transfers Out	752,364	623,000	-	-	-	-
<b>Total Expenditures</b>	<b>15,549,650</b>	<b>16,438,995</b>	<b>19,887,127</b>	<b>19,465,369</b>	<b>15,753,634</b>	<b>(3,711,735)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 711,826</b>	<b>\$ (329,389)</b>	<b>\$ -</b>	<b>\$ 453,247</b>	<b>\$ -</b>	<b>(\$453,247)</b>

**TOWN OF MIAMI LAKES**  
**FY2016-17 PROPOSED REVENUE BUDGET**  
**GENERAL FUND**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 PROJECTION	FY2016-17 PROPOSED BUDGET	Comments
<b>Ad Valorem Taxes</b>					
Current Ad Valorem Taxes	\$ 5,316,371	\$ 6,013,000	\$ 5,558,034	\$ 6,278,000	Based on tax roll of \$2.810 billion at the current tax rate of 2.3518 @95%
Current Ad Valorem Taxes - Pers. Prop.	381,413	-	361,816	-	Included in estimate above
Delinquent Ad Valorem Taxes	87,067	-	18,920	-	
<b>Sub-total: Taxes</b>	<b>\$ 5,784,851</b>	<b>\$ 6,013,000</b>	<b>\$ 5,938,769</b>	<b>\$ 6,278,000</b>	
<b>Franchise Fees</b>					
Franchise Fees - Electricity	\$ 1,160,066	\$ 1,250,000	\$ 1,200,000	\$ 1,200,000	Based on FY 16 Projected Revenues
<b>Sub-total: Franchise Fees</b>	<b>\$ 1,160,066</b>	<b>\$ 1,250,000</b>	<b>\$ 1,200,000</b>	<b>\$ 1,200,000</b>	
<b>Utility Service Tax</b>					
Utility Service Tax - Electricity	\$ 2,428,555	\$ 2,375,000	\$ 2,468,101	\$ 2,480,000	Net of Debt Service Payment of \$370,000
Utility Service Tax - Water	376,328	360,000	381,247	400,000	Based on prior year's trends
Utility Service Tax - Gas	51,853	45,000	69,450	65,000	Based on prior year's trends
<b>Sub-total: Utility Services Tax</b>	<b>\$ 2,856,736</b>	<b>\$ 2,780,000</b>	<b>\$ 2,918,799</b>	<b>\$ 2,945,000</b>	
<b>Intergovernmental Revenues</b>					
Communications Service Tax	\$ 1,377,736	\$ 1,375,000	\$ 1,300,719	\$ 1,300,000	Pending state revenue estimates
State Revenue Sharing	774,633	851,642	775,823	825,000	Pending state revenue estimates
Alcoholic Beverage License	13,101	12,500	18,804	18,000	Based on prior year's trends
Grants - Byrne Grant	-	7,909	7,909	3,600	Pending grant agreement with County
Grants - VARIOUS	9,216	40,500	40,500	-	FY16 MDC Grant for Senior Classes (\$28,000) and Neat Streets (\$12,500)
Half-cent Sales Tax	2,240,592	2,318,550	2,327,563	2,400,000	Based on state revenue estimates
<b>Sub-total: Intergovernmental</b>	<b>\$ 4,415,277</b>	<b>\$ 4,606,101</b>	<b>\$ 4,471,318</b>	<b>\$ 4,546,600</b>	
<b>Permits &amp; Fees</b>					
Building Permits - Technology Fee	\$ 97,547	\$ 85,000	\$ 124,357	\$ -	Moved to Building Fund
Building Permits - Lost Plans	7,916	5,500	7,613	-	Moved to Building Fund
Building Permits	772,659	1,000,000	1,000,000	-	Moved to Building Fund
Building Permits - Violation Fee	39,457	65,000	48,234	-	Moved to Building Fund
<b>Building Department Revenues:</b>	<b>917,580</b>	<b>1,155,500</b>	<b>1,180,204</b>	<b>-</b>	
Local Business Licenses: TOML	119,153	110,000	106,187	110,000	Based on prior year's trends
Local Business Licenses: County	33,472	20,000	36,881	37,000	Based on prior year's trends
Alarm Registration Fee	3,485	-	-	-	Renewal was eliminated
False Alarm Fees	63,445	60,000	82,748	60,000	Based on prior year's trends
Zoning Hearings	15,900	11,000	18,050	16,000	Based on prior year's trends

**TOWN OF MIAMI LAKES**  
**FY2016-17 PROPOSED REVENUE BUDGET**  
**GENERAL FUND**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 PROJECTION	FY2016-17 PROPOSED BUDGET	Comments
Administrative Site Plan Review	700	1,700	1,375	1,500	Based on prior year's trends
Zoning Letters	1,900	4,500	3,875	3,000	Based on prior year's trends
Zoning Fees	111,351	56,000	76,458	134,750	Expected increase in activity due to Development
Staff Costs	6,503	1,500	1,783	1,500	Based on prior year's trends
Fine Violation Interest	13,359	6,000	16,723	15,000	Based on prior year's trends
Administrative Variances	25	-	350	-	Based on prior year's trends
<b><i>Planning Department Revenues:</i></b>	<b>369,293</b>	<b>270,700</b>	<b>344,431</b>	<b>378,750</b>	
Public Works Permits	25,148	25,000	32,268	30,000	Based on prior year's trends
<b>Sub-total: Permits &amp; Fees</b>	<b>\$ 1,312,020</b>	<b>\$ 1,451,200</b>	<b>\$ 1,556,903</b>	<b>\$ 408,750</b>	
<b><u>Fines &amp; Forfeitures</u></b>					
Police Forfeitures	\$ -	\$ -	\$ -	\$ -	
Police Traffic Fines	35,499	60,000	38,163	40,000	Based on prior year's trends
Police - L.E.T.F.	-	4,800	3,684	3,500	Based on prior year's trends
Public School Crossing Guards	35,938	32,000	35,391	35,000	Based on prior year's trends
Code Violation Fines	75,447	50,000	107,071	75,000	Based on prior year's trends
Lien Amnesty	145,811	36,909	67,329	-	Payments during first quarter of FY 16
Police Parking Fines	19,770	20,000	16,365	20,000	Based on prior year's trends
<b>Sub-total: Fines &amp; Forfeitures</b>	<b>\$ 312,465</b>	<b>\$ 203,709</b>	<b>\$ 268,002</b>	<b>\$ 173,500</b>	
<b><u>Miscellaneous Revenues</u></b>					
Interest Income	\$ 34,453	\$ 50,000	\$ 55,236	\$ 35,000	Interest earnings allocated by fund type, expected total \$100,000
Other Charges & Fees - Clerk's	3,243	2,000	2,719	2,000	Based on prior year's trends
Lobbyist Registration	875	2,000	2,875	2,000	Based on prior year's trends
Park - Services & Rental Fees	83,422	60,000	54,485	60,000	Based on first year estimate
Revenue Sharing Programs	1,602	30,000	20,000	40,000	Per revenue sharing agreement with provider
Lien Inquiry Letters	38,020	36,000	26,900	36,000	Reduction due to termination of Lien Amnesty Program at the end of FY16 first quarter.
FDOT - Landscape Maintenance	5,784	6,000	5,784	5,784	Pursuant to State agreement
Contributions and Donations	24,309	1,880,777	1,881,339	16,000	Donations for State of the Town Address (\$6,000) and for various Committee/programs (\$10,000). FY16 includes reimbursement from Developer (\$1.8M) and donations for 15Yr Anniv (\$23,750), and various Town events and programs
Insurance Claims	56,925	-	862	-	FY2015 insurance reimbursement
Miscellaneous Revenues - Other	4,397	12,000	10,285	5,000	Based on prior year's trends
<b>Sub-total: Miscellaneous Revenues</b>	<b>\$ 253,029</b>	<b>\$ 2,078,777</b>	<b>\$ 2,060,485</b>	<b>\$ 201,784</b>	

**TOWN OF MIAMI LAKES**  
**FY2016-17 PROPOSED REVENUE BUDGET**  
**GENERAL FUND**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 PROJECTION	FY2016-17 PROPOSED BUDGET	Comments
<b>Interfund &amp; Equity Transfers</b>					
Interfund transfer from Road 13 to Debt	\$ 15,161	\$ -	\$ -	\$ -	
Prior Year Carry Over Funds	-	1,204,340	1,204,340	-	FY16 includes carryover funds for insurance premium (\$50,000), Legal Fees (\$250,000), FEMA reimbursement (\$747,000), Miscellaneous projects (\$82,340) and Special Election Mail-Ballot (\$75,000)
Appropriation from RESERVED Fund Balance	-	300,000	300,000	-	Litigation reserves
<b>Sub-total: Contributions</b>	<b>\$ 15,161</b>	<b>\$ 1,504,340</b>	<b>\$ 1,504,340</b>	<b>\$ -</b>	
<b>Total Income: General Fund</b>	<b>\$ 16,109,606</b>	<b>\$ 19,887,127</b>	<b>\$ 19,918,616</b>	<b>\$ 15,753,634</b>	

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
<b>GENERAL FUND EXPENDITURES</b>					
<b>TOWN COUNCIL AND MAYOR</b>					
EXECUTIVE SALARIES- MAYOR	\$45,916	\$18,000	\$18,000	\$18,000	Current Salary and Wages
REGULAR SALARIES	\$103,245	\$92,500	\$76,260	\$80,000	Includes Administrative Assistant to Mayor, Administrative Assistant to Town Council
PAYROLL TAXES	\$19,502	\$15,441	\$13,214	\$13,500	Calculated based on 7.65% of salary
FRS CONTRIBUTIONS	\$8,154	\$6,049	\$6,370	\$7,370	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$62,855	\$82,554	\$64,788	\$77,843	Includes medical, dental, vision and life for Town Council, Assistant to Mayor and Assistant to Council
HEALTH INSURANCE MAYOR	\$7,590	\$8,741	\$8,715	\$10,023	Includes medical, dental, vision for Mayor
WIRELESS STIPEND	\$957	\$960	\$960	\$960	Stipend for Mayor's assistant and Council assistant (\$40/month, each)
TRAVEL & PER DIEM	\$13,853	\$12,000	\$12,000	\$10,500	Transportation, hotel accommodation and meals for Mayor/Council attendance to conferences
CAR ALLOWANCE -MAYOR	\$20,322	\$7,200	\$7,200	\$7,200	Allowance of \$600/mo
CAR ALLOWANCE -COUNCIL	\$36,139	\$36,000	\$36,000	\$36,000	Allowance of \$500/mo each
EXP ALLOWANCE MAYOR & COUNCIL	\$60,314	\$48,146	\$48,772	\$50,000	Adjusted by CPI (2.5%) as per Charter
CELL PHONES	\$5,998	\$6,720	\$6,278	\$6,720	Data plan 7 iPads \$40/mth, 7 cell phones \$40/mth
PRINTING & BINDING	\$115	\$1,000	\$1,000	\$1,000	Business cards for Mayor & Councilmembers
STATE OF TOWN ADDRESS	\$0	\$5,500	\$5,500	\$6,000	Donations anticipated to offset State of the Town Address expenses.
TOY DRIVE	\$0	\$1,000	\$1,025	\$0	FY16 Expenses offset by donations
COUNCIL DISCRETIONARY FUND	\$164	\$2,000	\$2,000	\$2,000	Misc discretionary activities as approved by Council
CHARTER COMMITTEE SUPP MISC EXP	\$0	\$2,500	\$476	\$0	FY16 Misc expenses for Charter Review
COUNCIL UNIFORMS	\$345	\$360	\$360	\$360	Includes 1 shirt @ \$40 each
MEETING SET UP	\$212	\$300	\$300	\$300	Miscellaneous set-up costs for meetings
COUNCIL AWARDS	\$2,604	\$1,250	\$1,750	\$1,250	Includes awards, proclamations and framing
MEMBERSHIPS SUBSCRIPTIONS	\$14,591	\$15,200	\$15,402	\$15,900	Florida League of Cities (\$3,400), MDC League of Cities (\$3,100), US Conference of Mayors (\$3,500), National League of Cities (\$2,000), MDC Installation Gala (\$2,000), Florida League of Mayors (\$700), and MDC Monthly Meetings (\$1,200)
EDUCATION & TRAINING	\$9,845	\$7,800	\$7,800	\$7,800	Registration at conferences and training including US Conference of Mayors, Florida League of Cities Annual Conference, National League of Cities Leadership Summit and Congressional City Conference, MDC League of Cities Best Practices Meeting, ETC
SMALL EQUIPMENT	\$0	\$0	\$827	\$0	FY16 iPads for Mayor & Council
MAYOR HOLIDAY PARTY DONATION	\$0	\$0	\$0	\$0	-
<b>TOTAL TOWN COUNCIL EXPENDITURES:</b>	<b>\$412,723</b>	<b>\$371,220</b>	<b>\$334,997</b>	<b>\$352,726</b>	
<b>TOWN CLERK</b>					
REGULAR SALARIES	\$109,332	\$70,000	\$70,000	\$70,000	Current Salary and Wages
PAYROLL TAXES	\$8,236	\$5,355	\$5,355	\$5,355	Calculated based on 7.65% of salary
FRS CONTRIBUTIONS	\$7,105	\$3,818	\$5,131	\$5,264	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$20,073	\$7,179	\$8,824	\$10,148	Includes medical, dental, vision and life
WIRELESS STIPEND	\$52	\$0	\$480	\$480	Cell phone allowance for Clerk
PROFESSIONAL SERVICES	\$3,414	\$10,000	\$20,000	\$5,000	Election consulting services as needed
TOWN CLERK AGENDA MANAGER	\$21,641	\$41,430	\$21,390	\$30,000	Novus Agenda support for Council Meetings (\$5,660), Webcasting (\$10,740), On demand captioning (\$3,600), additional meetings (\$7,000), Interpreter services (\$3,000)
TOWN CLERK DATA SERVICE	\$487	\$480	\$483	\$480	iPad data plan for Town Clerk (\$40/month)
RENTALS AND LEASES	\$1,865	\$2,025	\$2,057	\$2,100	Outside storage facility for Town Clerk
TOWN CLERK CODIFICATION	\$5,338	\$11,000	\$11,000	\$11,000	Assumes codification of one ordinance per meeting (\$1,000/ordinance)

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
TOWN CLERK LEGAL ADVERTISING	\$14,596	\$25,000	\$18,480	\$20,000	Advertisement of ordinances, budget hearings, land development code issues, and committee meetings
ADMINISTRATIVE SUPPORT	\$1,613	\$1,000	\$1,000	\$1,000	To cover for vacations
TOWN CLERK ELECTION COSTS	\$21,919	\$75,000	\$75,000	\$50,000	FY16 includes Special Elections Mail-Ballot. FY17 General elections for 4 seats (\$40,000) and Run-Off Elections (\$10,000)
UNIFORMS	\$34	\$40	\$40	\$50	Assumes one shirt per year
SOFTWARE LICENSES	\$0	\$0	\$1,860	\$1,920	License renewal for Public Records Request software
CLERK EDUCATION AND TRAINING	\$565	\$500	\$500	\$800	Florida Association of City Clerks & International Institute of Municipal Clerks memberships required to maintain certification (\$350). Notary public license for Clerk & Deputy (\$250) and Ethics Training (\$200).
<b>TOTAL TOWN CLERK EXPENDITURES:</b>	<b>\$216,272</b>	<b>\$252,827</b>	<b>\$241,600</b>	<b>\$213,597</b>	
<b>TOWN ATTORNEY</b>					
GENERAL LEGAL	\$150,000	\$150,000	\$150,000	\$150,000	Based on monthly rate \$12,500
ROUTINE LITIGATION RESERVE	\$489,965	\$85,000	\$85,000	\$85,000	All litigation expenses by Town Attorney
M. PIZZI LITIGATION	\$0	\$118,000	\$118,000	\$0	FY16 includes Town's defense for M. Pizzi reimbursement claims
CHARTER REVIEW COMMISSION	\$0	\$50,000	\$50,000	\$0	FY16 includes legal support for Charter Review Commission
<b>TOTAL TOWN ATTORNEY EXPENDITURES:</b>	<b>\$639,965</b>	<b>\$403,000</b>	<b>\$403,000</b>	<b>\$235,000</b>	
<b>TOWN ADMINISTRATION</b>					
REGULAR SALARIES	\$807,017	\$912,130	\$898,957	\$805,709	Salaries for administrative staff
COMPENSATED ABSENCES	\$7,601	\$0	\$0	\$0	No FY17 budget
XFER SRF TRANSIT 5% ADM	-\$11,722	\$0	\$0	\$0	Accounted for in salaries
XFER CPF TRANSP 5% ADM	-\$46,888	\$0	\$0	\$0	Accounted for in salaries
ADM SUPPORT TO SWF	-\$32,000	\$0	\$0	\$0	Accounted for in salaries
ADM SUPPORT TO BUILDING	\$0	\$0	\$0	\$0	Accounted for in salaries
EMPLOYEE BONUSES/COLA	\$57,029	\$0	\$0	\$25,000	Two percent COLA effective April 2017
ADM OVERTIME	\$2,321	\$0	\$3,800	\$2,000	Overtime as needed
PAYROLL TAXES	\$57,081	\$70,180	\$68,591	\$71,560	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$71,117	\$65,533	\$85,815	\$91,479	Rate increase from 7.26% to 7.52% thru Jul '17
ICMA 457 PL	\$21,120	\$18,728	\$21,512	\$21,512	Town Manager's benefits per agreement and drop plan
HEALTH & LIFE INSURANCE	\$69,775	\$137,870	\$122,622	\$149,783	Includes medical, dental, vision and life
WIRELESS STIPEND	\$622	\$960	\$820	\$960	Includes stipends of \$480 for 2 staff members
ADM UNEMPLOYMENT CLAIMS	\$7,781	\$2,000	\$10,931	\$2,000	Anticipated unemployment filings
PROFESSIONAL SERVICES	\$21,513	\$0	\$40,000	\$10,000	Funding for professional consulting services as needed
INTERGOVERNMENTAL (LOBBYIST)	\$48,000	\$48,150	\$48,150	\$48,000	Lobbyist services
ACCOUNTING & PAYROLL	\$15,907	\$17,000	\$21,454	\$23,665	Based on contract with ADP - includes upgrades for employee self service and time and attendance tracking
INDEPENDENT AUDIT	\$46,325	\$49,900	\$52,100	\$52,175	Regular audit including Single Audit for grant funds
ADM HEALTH SPENDING ACCT/WELLN	\$7,329	\$8,000	\$10,140	\$10,000	Wellness activities to reduce health care premium cost
ADM BACKGROUND CHECKS	\$1,187	\$1,500	\$1,200	\$1,500	Assumes same level of background checks and drug screening for new employees
ADM - TRAVEL & PER DIEM	\$2,856	\$10,000	\$7,500	\$10,000	Educational travel for staff development
CAR ALLOWANCE	\$6,000	\$6,000	\$6,000	\$6,000	Per Town Manager's contract
TELEPHONE SERVICES	\$10,420	\$9,360	\$10,384	\$0	Administration's allocation AT&T fax line (\$4,700) and alarm monitoring (\$1,080) and Suncom phone service (\$4,320) moved to Internal Service Fund in FY17
TELEPHONE - CELLULAR	\$1,774	\$1,060	\$966	\$580	iPad data service for Town Manager

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
ADM - POSTAGE & DELIVERY	\$16,512	\$19,000	\$19,000	\$19,000	Includes rental of postage machine & supplies (\$2,000), courier services (\$1,000) and postage (\$16,000)
ADM - UTILITIES	\$40,500	\$56,080	\$35,621	\$0	Includes Administration's allocation of Government Center expenses: FP&L (\$31,200) and water/sewer (\$6,600), waste removal (\$1,500). Moved to Internal Service Fund in FY17
RENTALS AND LEASES	\$94	\$0	\$0	\$0	Storage space for finance records eliminated
ADM - COPIER LEASE	\$10,734	\$15,293	\$16,271	\$16,500	Rental of Toshiba copy machines and supplies
ADM - INSURANCE	\$179,835	\$230,000	\$226,239	\$242,650	Policy for property insurance and workers compensation. Increase due Optimist Clubhouse reopening and contract going out for bid.
REPAIR AND MAINT CONTRACTS	\$87,040	\$80,000	\$80,000	\$0	Administration's portion of Government Center: custodial (\$38,800), alarm monitoring, pest control, landscaping and A/C and other building maintenance. Moved to Internal Service Fund in FY17
ADM - PRINTING & BINDING	\$435	\$1,000	\$1,500	\$1,500	Business cards, flyers, Town maps, etc.
ADM TOWN BRANDING & STRATEGIC PLAN	\$12,606	\$67,395	\$67,395	\$10,000	Ongoing branding initiatives including Mailer for Strategic Plan (\$6,500), Town Guide (\$2,000) and Facebook Promo Campaign (\$1,200). FY16 includes \$50,000 to market and bring new business to the Town and \$7,394 for the production and publication of the Strategic Plan and Community Outreach
ADM ADVERTISEMENT RECRUITMENT	\$485	\$2,000	\$2,000	\$1,000	Advertsing of Town employment and internship opportunities
HEALTH WELLNESS/549000 OTHER CURR CHARGES	\$368	\$0	\$0	\$0	-
CLERICAL/ADMINISTRATIVE SUPPORT	\$68,240	\$5,000	\$5,000	\$5,000	Temporary support to cover vacations.
INVESTMENT ADVISORY SERVICE	\$5,737	\$5,800	\$5,800	\$7,000	Investment Advisory services
FINANCIAL INSTITUTION FEES	\$28,461	\$7,600	\$8,728	\$8,220	Administration's portion of bank transaction fees. Allocated among the various departments
CREDIT CARD FEES	\$130	\$0	\$1,465	\$1,200	Administration's portion of credit card fees. Allocated among the various departments
HURRICANE EXPENSES	\$13,266	\$2,500	\$17,570	\$9,160	Supplies for hurricane preparedness and generator rental for Town Hall
ADMIN LICENSES AND PERMITS	\$0	\$0	\$300	\$0	-
ADM - OFFICE SUPPLIES	\$28,714	\$30,000	\$30,000	\$30,000	Office supplies including holiday decorations
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	-
UNIFORMS	\$0	\$0	\$500	\$600	1 shirt @ \$40/employee
NON-CAPITAL OUTLAY	\$0	\$0	\$0	\$0	-
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$4,936	\$6,500	\$6,500	\$5,500	Includes MDCCMA, NIGP, SEFL NIGP, GASB, FGFOA, Costco, PWDA, CQ, ICMA Retirement \$1,000 and other memberships/publications.
EDUCATION & TRAINING	\$3,699	\$10,000	\$10,000	\$10,000	Includes regular training and ADA & Safety Training for staff
ADM-FURNITURE/EQUIP NON-CAP	\$0	\$1,000	\$1,000	\$1,000	Miscellaneous furniture/non-capital equipment that
CAPITAL OUTLAY OTHER	\$0	\$0	\$0	\$0	-
<b>ITAL TOWN ADMINISTRATION EXPENDITURES</b>	<b>\$1,673,955</b>	<b>\$1,897,539</b>	<b>\$1,945,828</b>	<b>\$1,700,254</b>	
<b>INFORMATION SYSTEMS</b>					
IT CORE SERVICE SUPPORT	\$111,300	\$110,000	\$109,200	\$110,000	Contract with Gomez Technology
WEB SUPPORT	\$7,924	\$8,400	\$8,400	\$8,400	Contract with Xomatech for hosting (\$2,400), ongoing website enhancements (\$6,000)
VOICE SUPPORT	\$25,040	\$25,000	\$29,756	\$25,000	Phone (VoIP) and network security contract with AIP.
DIGITAL IMAGING	\$0	\$0	\$0	\$0	-
INTERNET SERVICES	\$15,956	\$17,400	\$18,355	\$15,600	Primary and back up Internet service for Government Center

**TOWN OF MIAMI LAKES**  
**FY2016-2017 PROPOSED BUDGET**  
**GENERAL FUND**  
**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
RENTALS AND LEASES	\$0	\$0	\$0	\$3,000	Co-Lo offsite storage space, bandwidth and power
TRAINING	\$0	\$5,000	\$0	\$5,000	Cyber security awareness training
INFRASTRUCTURE - IT	\$12,151	\$16,398	\$16,398	\$40,000	Per IT Replacement Plan - replace servers, laptops, workstations, network storage, peripherals, cabling, phones, battery back up and accessories
MACHINERY & EQUIPMENT	\$0	\$0	\$9,325	\$0	IT Master Plan Implementation - new voice PBX with video conferencing collaboration (IF-15)
TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$10,750	\$22,500	\$13,175	\$0	FY16 restructuring of the General Ledger to meet State reporting requirements
COMPUTER SOFTWARE LICENSES	\$109,017	\$114,795	\$114,795	\$117,866	Annual licenses: Dell server warranty (\$13,270), financial system (\$26,500), park reservation (\$8,000), GIS (\$8,300), Document Management System (\$6,980), Citizen Response System (\$11,360), campaign reporting (\$1,400), Microsoft (\$15,500) and various network and security licenses.
<b>SUB-TOTAL INFORMATION SYSTEMS:</b>	<b>\$292,138</b>	<b>\$319,493</b>	<b>\$319,403</b>	<b>\$324,866</b>	
<b>ADMINISTRATION - TRANSFERS</b>					
OPERATING CONTINGENCY	\$0	\$103,263	\$0	\$0	FY16 reimbursement of administrative cost to service Series 2013 Construction Loan
RESERVE FOR FUTURE DONATIONS	\$0	\$10,000	\$0	\$10,000	Reserve for donations
TRANSFER OUT - CIP PARKS	\$170,000	\$0	\$0	\$0	-
TRANSFER OUT - CIP FUND	\$28,000	\$0	\$0	\$0	Neighborhood Improvement Committee grant
TRANSFER OUT - CIP FUND	\$425,000	\$0	\$0	\$0	-
TRANSF -CPF/FACILITIES & EQUIP	\$0	\$0	\$1,500	\$0	-
TRANSFER TO DEBT SERVICE FUND	\$0	\$1,548,580	\$1,549,340	\$0	FY16 Transfer to Debt Service Fund to pay off Series 2013 Construction Loan
TRANSFER TO SPECIAL REVENUE FUND	\$0	\$176,384	\$176,384	\$0	FY16 reimburses PTP 80% for debt service cost
TRANSFER TO FACILITIES MAINTENANCE FUND	\$0	\$0	\$0	\$168,611	To Internal Service Fund for Administration's portion of Town Hall building expenses @ 60% of total cost
<b>SUB-TOTAL ADMINISTRATION - TRANSFERS:</b>	<b>\$623,000</b>	<b>\$1,838,227</b>	<b>\$1,727,223</b>	<b>\$178,611</b>	
<b>TAL TOWN ADMINISTRATION EXPENDITURES:</b>	<b>\$2,589,093</b>	<b>\$4,055,259</b>	<b>\$3,992,455</b>	<b>\$2,203,732</b>	
<b>POLICE</b>					
POL - PATROL SERVICES	\$6,484,499	\$6,860,650	\$6,675,746	\$6,937,252	Increase primarily due to 28% increase in health insurance costs (\$114,000), Sheriff liability insurance (\$35,400), Fuel and vehicle maintenance (\$18,000), and other
POLICE OVERTIME	\$250,557	\$304,309	\$354,919	\$350,000	Overtime as required. Increase in FY16 for traffic detail.
RETRO ACTIVE SALARY & BENEFITS	\$0	\$0	\$0	\$176,890	PBA Settlement of 4% COLA
PROSECUTION-CRIMINAL VIOLATION	\$100	\$400	\$400	\$200	Ordinance violation review
POLICE TELEPHONE SVC	\$2,429	\$4,212	\$2,449	\$0	Police allocation of Suncom (\$1,950) and AT&T fire alarm monitoring (\$500) moved to Internal Service Fund in FY2017
TELEPHONE- DEDICATED LINES	\$1,927	\$2,400	\$2,243	\$2,400	Includes 8 phones for command officers and undercover operations
POLICE UTILITIES	\$18,225	\$25,500	\$16,025	\$0	Includes Police allocation of FPL (\$14,040) and water/sewer (\$2,970) and waste removal (\$675). Moved to Internal Service Fund in FY17
POLICE COPIER COSTS	\$2,571	\$2,500	\$1,927	\$2,500	Toshiba copier lease
POLICE REPAIR & MAINTENANCE	\$40,887	\$35,000	\$35,000	\$0	Police's portion of Government Center: custodial (\$16,800), HVAC & software maintenance (\$4,000), landscaping (\$6,000), electrical, plumbing, handyman and misc building repairs. Moved to Internal Service Fund in FY17

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
VEHICLE REPAIR AND MAINTENANCE	\$819	\$1,000	\$6,500	\$3,000	Smart sign maintenance
POLICE - MISC. EXPENSE	\$1,281	\$500	\$500	\$500	Auto tag renewal and miscellaneous items as needed for public safety
POLICE OFFICE SUPPLIES	\$1,056	\$3,500	\$3,500	\$3,500	Office Supplies including business cards
OPERATING SUPPLIES	\$1,206	\$4,000	\$3,000	\$3,000	Special Department supplies including bicycles, repair parts, cameras
POLICE UNIFORMS	\$3,700	\$5,000	\$4,000	\$4,000	Patches, motor wings, etc
POLICE - FUEL COSTS	\$1,237	\$2,000	\$800	\$1,000	Fuel as needed for transport of smart signs
POLICE CRIME PREVENT TRAIN	\$0	\$2,500	\$2,500	\$3,000	Crime prevention training - estimated registration, per diem and hotel (\$2,400) and attendance to annual Law Enforcement Awards Gala - 6 tickets @ \$100 ea.
MACHINERY & EQUIPMENT	\$0	\$0	\$7,080	\$0	FY16 includes security camera purchase
TRANSFER TO INTERNAL SERVICE FUND	\$0	\$0	\$0	\$75,875	To Internal Service Fund for Police's portion of Town Hall building expenses @ 27% of total cost
<b>SUB-TOTAL POLICE EXPENDITURES:</b>	<b>\$6,810,495</b>	<b>\$7,253,471</b>	<b>\$7,116,589</b>	<b>\$7,563,117</b>	
<b>SCHOOL CROSSING GUARDS</b>					
REGULAR SALARIES	\$76,514	\$78,257	\$72,668	\$83,252	Salaries include 7 crossing guards, 1 back-up guard and a part-time supervisor
PAYROLL TAXES	\$4,634	\$5,987	\$5,559	\$6,369	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$3,950	\$4,269	\$5,070	\$6,261	Rate increase from 7.26% to 7.52% thru Jul '17
WORKMAN'S COMPENSATION	\$0	\$3,019	\$2,661	\$3,019	Calculated based on 4.97% of salaries
OPERATING SUPPLIES	\$0	\$750	\$750	\$750	Includes stop signs, whistles and lanyards
UNIFORMS	\$2,870	\$3,060	\$2,950	\$3,000	Includes \$150 stipend for pants and shoes per guard (\$1,350) and \$1,650 for 3 shirts, raincoat, safety vest, light jacket and hat for 9 guards
<b>SUB-TOTAL SCHOOL CROSSING GUARDS:</b>	<b>\$87,967</b>	<b>\$95,342</b>	<b>\$89,659</b>	<b>\$102,650</b>	
<b>TOTAL POLICE EXPENDITURES:</b>	<b>\$6,898,462</b>	<b>\$7,348,813</b>	<b>\$7,206,248</b>	<b>\$7,665,767</b>	
<b>PLANNING</b>					
REGULAR SALARIES	\$318,946	\$257,961	\$258,595	\$164,581	Salaries for Planning Director and Code Compliance Manager. FY16 included Planning Technician and Zoning Official, now accounted for in Building-Zoning.
PAYROLL TAXES	\$27,466	\$19,734	\$19,782	\$12,590	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$25,212	\$14,072	\$18,955	\$12,377	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$40,034	\$41,451	\$33,159	\$27,773	Includes medical, dental, vision and life
WIRELESS STIPEND	\$838	\$480	\$480	\$480	Wireless stipend for Town Planner
ALARM MONITORING PROGRAM	\$26,877	\$24,520	\$33,162	\$25,000	Cost of third party administration of False Alarm Reduction Program and Collection Agency to recover cost; fully offset by revenues
PLANNING CONSULTING	\$2,000	\$5,000	\$5,000	\$5,000	Support for review and approval of major developments, special projects or planning studies
PLANNING-SITE PLAN REVIEW	\$0	\$500	\$500	\$500	Outside engineering support as required
PLANNING PRINTING COSTS	\$153	\$500	\$500	\$500	Printing of large plans
<b>SUB-TOTAL PLANNING:</b>	<b>\$446,512</b>	<b>\$364,218</b>	<b>\$370,133</b>	<b>\$248,801</b>	
<b>CODE COMPLIANCE</b>					
SPECIAL MASTER	\$1,500	\$1,500	\$3,000	\$3,000	Assumes \$125 per hour/hearing, 12 hearings/year for Special Master
CONTRACT CODE ENF SER	\$170,873	\$148,000	\$148,000	\$148,000	Three contracted full time Code Officers
PLANNING MOBILE PHONES	\$940	\$360	\$352	\$360	Cell phones for 3 Code Officers
ABANDONED PROPERTY MAINT	\$6,154	\$4,000	\$4,000	\$2,000	Boarding up of windows, lawn mowing and clearing of abandoned property
CODE ENF-DOCUMENT SCANNING	\$5,984	\$0	\$0	\$0	-
CODE ENF LIEN RECORDING	\$7,030	\$7,000	\$7,000	\$7,000	Recording of liens
REMOTE ACCESS DEVICE	\$390	\$1,980	\$966	\$1,000	Data plans for Code Officers field services
CODE ENFORCEMENT UNIFORMS	\$260	\$600	\$600	\$600	Uniforms for field personnel
EDUCATION & TRAINING	\$0	\$4,000	\$4,000	\$4,000	FACE training, GIS training and other
<b>SUB-TOTAL CODE COMPLIANCE:</b>	<b>\$193,131</b>	<b>\$167,440</b>	<b>\$167,917</b>	<b>\$165,960</b>	

**TOWN OF MIAMI LAKES**  
**FY2016-2017 PROPOSED BUDGET**  
**GENERAL FUND**  
**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
<b>TRANSIT</b>					
DEMAND SERVICES - CONTRACT	\$85,043	\$75,000	\$86,975	\$75,000	Increase due to addition of Sunday Service. Bus service (\$58,800), fuel (\$5,600) vehicle repair & maintenance (\$12,600), storage (\$4,000) Sunday service (\$12,000)
<b>SUB-TOTAL TRANSIT:</b>	<b>\$85,043</b>	<b>\$75,000</b>	<b>\$86,975</b>	<b>\$75,000</b>	
<b>PL PLANNING, CODE COMPLIANCE &amp; TRANSIT:</b>	<b>\$724,685</b>	<b>\$606,658</b>	<b>\$625,025</b>	<b>\$489,761</b>	

<b>QNIP</b>					
QNIP DEBT SERVICE	\$153,423	\$153,423	\$153,423	\$153,423	
<b>TOTAL QNIP EXPENDITURES:</b>	<b>\$153,423</b>	<b>\$153,423</b>	<b>\$153,423</b>	<b>\$153,423</b>	

<b>BUILDING</b>					
REGULAR SALARIES	\$734,502	\$836,564	\$772,469	\$0	Salaries for Building staff and Inspectors. Increase due to increase in permit activity
PAYROLL TAXES	\$55,538	\$64,303	\$59,400	\$0	Calculated based on 7.65% of salaries. Related payroll taxes increase
FRS CONTRIBUTIONS	\$53,307	\$47,455	\$50,419	\$0	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$79,159	\$85,960	\$88,748	\$0	Includes medical, dental, vision and life
WIRELESS STIPEND	\$1,442	\$1,440	\$1,920	\$0	Wireless stipend for Building Official, Chief Building Inspector and Senior Building Inspector, & Facilities Coordinator
BLDG ELECT RECORDS STO	\$15,532	\$0	\$1,600	\$0	Digitization and printing of large plans
CONTRACTUAL SERVICES	\$0	\$420	\$420	\$0	Document destruction services
BUILDING CONTRACTUAL SERVICE	\$2,944	\$0	\$2,500	\$0	Landscaping Plans Reviewer (66 hrs @ \$75/hr)
BUILDING TRAVEL & PER DIEM	\$0	\$2,500	\$2,500	\$0	Travel to user conference for permitting system
CAR ALLOWANCE	\$18,021	\$18,000	\$18,000	\$0	Includes car allowance for Building Official, Chief and Senior Building Inspectors
BUILDING - TELEPHONE & FAX	\$2,708	\$2,028	\$1,965	\$0	Includes Building allocation of Suncom (\$960) and AT&T fire alarm (\$240) and fax (\$1,500)
BUILDING UTILITIES	\$8,775	\$12,250	\$7,665	\$0	Includes Building allocation of FPL (\$6,760), water & sewer (\$1,430) and waste removal (\$325)
BUILDING COPIER LEASE	\$1,148	\$1,345	\$1,627	\$0	Building's copier rental and usage
REPAIR AND MAINTENANCE CONTRACTS	\$18,818	\$18,000	\$18,000	\$0	Building's portion of Government Center: custodial (\$8,280), alarm monitoring, pest, landscaping, A/C and misc building repairs. Moved to Internal Service Fund in FY17
CONTINGENCY	\$0	\$34,419	\$0	\$0	Reserve for additional expenses related to increase in permit activity
SOFTWARE MAINTENANCE	\$57,799	\$28,924	\$30,924	\$0	Includes annual license & support for ITRAKit permitting system (\$33,336) and AutoCAD system (\$700)
PRINTING & BINDING	\$0	\$600	\$600	\$0	Business cards
BUILDING ADMIN SUPPORT	\$0	\$0	\$0	\$0	
FINANCIAL INSTITUTION FEES	\$0	\$19,800	\$23,712	\$0	Includes bank transaction fees
BUILDING - REMOTE ACCESS DEVIC	\$4,803	\$7,680	\$5,727	\$0	Cell phones and data plans for inspector field devices. Floater Ipad (\$480) data plan used for credit card payments.
BUILDING OFFICE SUPPLIES	\$654	\$1,080	\$2,500	\$0	Office supplies including copy paper
ISF-M OPERATING SUPPLIES	\$0	\$0	\$0	\$0	-
BUILDING UNIFORMS & BADGES	\$2,153	\$2,800	\$2,200	\$0	Includes 1 shirt for office staff and 5 shirts for field staff with name and Town logo, raincoats
NON CAP	\$16,448	\$0	\$0	\$0	-
MACH & EQUIP	\$0	\$0	\$1,430	\$0	IPADS for new Building Inspectors (4 @ \$625 each) due to increased building activity
<b>SUB-TOTAL BUILDING EXPENDITURES:</b>	<b>\$1,073,750</b>	<b>\$1,185,568</b>	<b>\$1,094,325</b>	<b>\$0</b>	

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
<b>ZONING</b>					
REGULAR SALARIES	\$0	\$0	\$0	\$93,380	Salaries for Zoning staff - Planning Technician and Zoning Official. Was accounted for in Planning in FY16.
COMPENSATED ABSENCES	\$0	\$0	\$0	\$0	-
PAYROLL TAXES	\$0	\$0	\$0	\$7,144	Calculated based on 7.65% of salaries.
FRS CONTRIBUTIONS	\$0	\$0	\$0	\$7,022	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$10,359	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$0	\$0	\$0	
<b>SUB-TOTAL ZONING EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$117,905</b>	
<hr/>					
<b>TOTAL BUILDING &amp; ZONING EXPENDITURES:</b>	<b>\$1,073,750</b>	<b>\$1,185,568</b>	<b>\$1,094,325</b>	<b>\$117,905</b>	
<hr/>					
<b>PARKS - COMMUNITY SERVICES</b>					
REGULAR SALARIES	\$507,223	\$605,148	\$649,124	\$327,882	CLS Department restructured in FY17 to separate Parks - Community Services Division and Community Engagement and Outreach Division. Administration Coordinator converted from ICA to full-time
OVERTIME	\$152	\$1,000	\$1,000	\$1,000	For hourly employee overtime required to support events and activities
PAYROLL TAXES	\$41,847	\$42,584	\$49,448	\$24,873	Calculated based on 7.65% of salaries
FRS CONTRIBUTIONS	\$38,550	\$30,511	\$47,060	\$24,657	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$76,771	\$94,536	\$109,126	\$73,428	Includes medical, dental, vision and life
WIRELESS STIPEND	\$3,308	\$3,840	\$4,541	\$2,400	Stipend for Chief Operations Director, Arborist, and 3 field operations employees
PROFESSIONAL SERVICES	\$141,511	\$78,000	\$78,000	\$0	Arborist converted to full-time in FY16 and Administration Coordinator converted to full-time status in FY17
DIGITAL IMAGING	\$0	\$250	\$0	\$0	eReader replacement units
MILEAGE REIMB	\$367	\$0	\$0	\$0	Savings due to availability of Town vehicles for staff to use
VEHICLE REPAIR & MAINTENANCE	\$1,774	\$3,000	\$3,000	\$4,000	Maintenance and repairs of 4 vehicles
PRINTING EXPENSE	\$70	\$1,500	\$0	\$1,500	Savings due to digital marketing campaigns
FINANCIAL INSTITUTION FEES	\$0	\$2,600	\$3,190	\$0	Includes credit card transaction fees and bank fees for Parks
CREDIT CARD FEES	\$0	\$0	\$0	\$1,500	Includes credit card transaction fees for Parks
MISCELLANEOUS	\$169	\$200	\$543	\$600	Property taxes for Palm Springs N, Sec A (\$200) and Royal Oaks Security Guard Gate (\$400)
PARKS - PERMIT FEES	-\$125	\$800	\$0	\$500	Permits from MDC as needed
COACHES BACKGROUND CK	\$4,035	\$5,600	\$5,600	\$5,600	Background checks for all program coaches, instructors and volunteers
CHECK CERTIFICATION CLINIC	\$2,460	\$2,500	\$2,500	\$2,500	Certification provided by National Alliance of Youth Coaches
VEHICLE FUEL	\$3,641	\$5,000	\$4,079	\$5,000	Fuel, oil for 4 CLS vehicles
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	-
<b>SUB-TOTAL COMMUNITY SERVICES:</b>	<b>\$821,752</b>	<b>\$877,069</b>	<b>\$957,211</b>	<b>\$475,439</b>	
<hr/>					
<b>ROYAL OAKS PARK</b>					
ROYAL OAKS PARK TELECOMMUNICATIONS	\$0	\$11,400	\$9,158	\$11,400	Phones (\$9,000), fire and burglar alarm (\$2,400)
ROYAL OAKS PARK UTILITIES	\$101,186	\$93,880	\$87,936	\$90,880	FPL (\$73,000), water and sewer (\$3,000) and waste removal (\$14,880)
ROP MAINTENANCE CONTRACT	\$356,292	\$325,500	\$324,846	\$358,050	Grounds Maintenance Contract (\$291,500); Janitorial pending contract (\$71,500)
ROP REPAIRS & MAINTENANCE (GROUNDS)	\$43,637	\$65,000	\$56,800	\$65,000	General grounds repairs including irrigation, sod, electrical, plumbing and field equipment
ROP OPERATING COSTS (FACILITY)	\$52,210	\$23,500	\$23,500	\$36,500	Operating costs for facility handyman/general repairs (\$13,500), Electrical (\$5,000), Plumbing (\$5,000) and access control systems
ROP-FUR & EQUIP / NON CAP	\$0	\$0	\$0	\$5,000	Non-capital outlay replacement
INFRASTRUCTURE	\$0	\$0	\$8,200	\$0	-
ROYAL OAKS PARK IMPROV	\$24,788	\$0	\$0	\$0	Facility and Grounds improvements
<b>SUB-TOTAL ROYAL OAKS PARK:</b>	<b>\$578,113</b>	<b>\$519,280</b>	<b>\$510,440</b>	<b>\$566,830</b>	

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
<b>PARK EAST YOUTH CENTER</b>					
SALARIES	\$0	\$0	\$0	\$30,000	Salary and Wages allocated @ 50% for Communications and 50% Economic Development
PAYROLL TAXES	\$0	\$0	\$0	\$2,295	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$0	\$0	\$2,256	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$10,148	Includes medical, dental, vision and life
JANITORIAL	\$0	\$38,880	\$31,228	\$33,200	Janitorial service
TELECOMMUNICATIONS	\$0	\$1,632	\$2,661	\$2,960	Phones, fire and burglar alarm
UTILITIES	\$0	\$42,600	\$14,911	\$18,000	FPL (\$9,200), water and sewer (\$4,000) and waste removal (\$4,800)
MAINTENANCE CONTRACT	\$0	\$7,120	\$13,120	\$17,280	Base grounds contract (\$15,600) and Orange Pest Control (\$120)
REPAIRS & MAINTENANCE (GROUNDS)	\$0	\$5,000	\$5,000	\$5,000	General grounds repairs including irrigation, sod and landscape repairs
OPERATING COSTS (FACILITY)	\$6	\$12,500	\$12,500	\$12,500	Operating costs for facility handyman/general repairs (\$7,500), Electrical (\$2,500), Plumbing (\$2,500)
MISCELLANEOUS EXPENSE	\$0	\$0	\$2,664	\$0	
PARKS IMPROVEMENT / NON CAP	\$0	\$5,000	\$5,000	\$5,000	Facility and Grounds improvements
<b>SUB-TOTAL PARK EAST YOUTH CENTER:</b>	<b>\$6</b>	<b>\$112,732</b>	<b>\$87,083</b>	<b>\$138,639</b>	
<b>PARK WEST - MARY COLLINS COMMUNITY CENTER</b>					
JANITORIAL	\$39,180	\$38,880	\$38,880	\$42,768	Contract for janitorial services
TELECOMMUNICATIONS	\$0	\$1,632	\$1,926	\$2,000	Phones fire and burglar alarm
UTILITIES	\$48,158	\$22,100	\$21,970	\$22,100	FPL, waste, water and sewer.
REPAIR & MAINTENANCE CONTRACT	\$53,400	\$20,100	\$20,100	\$21,990	Base grounds contract (\$19,800) and Orange Pest control (\$200)
REPAIR AND MAINTENANCE (GROUNDS)	\$256,897	\$7,500	\$7,500	\$7,500	General grounds repair, irrigation, sod, landscaping and maintenance, handyman services
REPAIR AND MAINTENANCE (FACILITY)	\$212	\$27,000	\$27,000	\$27,000	General facility, MEPs, HVAC repairs, Electrical, handyman services
PARKS IMP - OPERATING	\$54,525	\$20,000	\$20,000	\$20,000	Grounds improvement including irrigation, landscaping and sod.
INFRASTRUCTURE	\$0	\$0	\$10,997	\$0	
PARKS - CAP OUTLAY	\$7,146	\$20,000	\$9,003	\$0	0
<b>SUB-TOTAL MINI PARK - WEST:</b>	<b>\$459,518</b>	<b>\$157,212</b>	<b>\$157,376</b>	<b>\$143,358</b>	
<b>MIAMI LAKES OPTIMIST PARK</b>					
MIAMI LAKES OPTIMIST TELECOMMUNICATIONS	\$0	\$11,025	\$8,300	\$11,025	Phones fire and burglar alarm
MIAMI LAKES OPTIMIST UTILITIES	\$117,636	\$132,300	\$112,897	\$132,300	FPL, waste, water and sewer.
MIAMI LAKES OPTIMIST PARK MAINTENANCE	\$497,777	\$499,000	\$496,504	\$499,900	Contract with ValleyCrest (\$499,900) including janitorial and pressure cleaning of dock
REPAIRS AND MAINTENANCE (GROUNDS)	\$0	\$32,000	\$32,000	\$36,000	General grounds repairs including, irrigation, sod, electrical, plumbing and handyman services
REPAIRS AND MAINTENANCE (FACILITY)	\$30	\$12,000	\$12,000	\$16,000	General facility repairs including handyman services. Repair ice maker and leaks on roof of Storage Area (\$4,000)
MIAMI LAKES PARK MARINA OPERATIONS	\$264	\$1,500	\$5,000	\$1,500	Bait & tackle
MIAMI LAKES PARK/IMPROVEMENTS	\$37,185	\$20,000	\$20,000	\$20,000	Park and facility improvements including athletic equipment
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	
<b>SUB -TOTAL MIAMI LAKES OPTIMIST PARK:</b>	<b>\$652,893</b>	<b>\$707,825</b>	<b>\$686,701</b>	<b>\$716,725</b>	

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND  
Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
<b>MINI PARKS</b>					
UTILITIES	\$0	\$20,000	\$17,859	\$22,000	FPL (\$16,000), water and sewer (\$6,000)
MAINTENANCE CONTRACT	\$84	\$235,000	\$243,359	\$258,500	Grounds maintenance contract with Greensource; Annual wood fiber playground mulch replenishment; Red mulch applications for tree trunks & landscape beds 1x/year
REPAIRS & MAINTENANCE (GROUNDS)	\$1	\$42,000	\$41,704	\$44,330	General grounds repairs including irrigation, sod, debris removal (\$30,000) and lake maintenance (12,000), curbing & sod at P12 (\$2,330)
MINI PARKS-TREE TRIMMING	\$34,564	\$25,000	\$25,000	\$27,500	Various contracts to supplement off year of three year trimming cycle
FURNITURE & NON CAPITAL OUTLAY	\$0	\$5,000	\$2,060	\$5,000	Receptacles
PARK IMPROVEMENT - INFRASTRUCTURE	\$0	\$0	\$2,940	\$0	-
<b>SUB-TOTAL MINI PARKS:</b>	<b>\$34,649</b>	<b>\$327,000</b>	<b>\$332,922</b>	<b>\$357,330</b>	
<b>BARBARA GOLEMAN</b>					
BARBARA GOLEMAN MAINT	\$4,000	\$4,000	\$4,000	\$4,000	Per agreement
<b>SUB-TOTAL BARBARA COLEMAN :</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	
<b>TOTAL PARKS - COMMUNITY SERVICES</b>	<b>\$2,550,930</b>	<b>\$2,705,118</b>	<b>\$2,735,733</b>	<b>\$2,402,321</b>	

**COMMUNITY ENGAGEMENT AND OUTREACH  
LEISURE SERVICES**

SALARIES	\$3,069	\$40,000	\$33,595	\$289,224	CLS Department restructure in FY17 to include salaries for Community Engagement and Outreach staff.
PAYROLL TAXES	\$235	\$0	\$2,570	\$22,126	Calculated based on 7.65% of salaries
FRS RETIREMENT CONTRIBUTION	\$0	\$0	\$2,463	\$21,750	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$30,572	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$0	\$0	\$1,440	Stipend for Director, 1 Leisure Services Manager and 1 Events Coordinator
YOUTH CENTER COMMUNITY PROGRAMS	\$0	\$7,000	\$7,000	\$10,100	Bus transportation for educational and community service opportunity field trips (\$2,760), equipment and supplies for workshops and theme nights, monthly punch card prizes, movie licensing, entry fees, etc. (\$4,700), t-shirts (\$200) and high top chairs for study room (\$2,440)
TOWN COMMUNITY PROGRAMS	\$18,600	\$13,756	\$13,756	\$14,795	Annual recitals (\$2,510), supplies for table tennis, archery, painting showcase & other (\$7,185), arts & craft and fitness for special needs adults (\$3,100), SAFEE Flight Program (\$2,000)
UNIFORMS	\$29	\$1,040	\$1,040	\$1,040	Includes 1 shirt for administrative staff and 5 shirts for field staff (\$40/shirt)
<b>SUB-TOTAL LEISURE SERVICES:</b>	<b>\$21,933</b>	<b>\$61,796</b>	<b>\$60,424</b>	<b>\$391,047</b>	

**ECONOMIC DEVELOPMENT**

SALARIES	\$0	\$0	\$0	\$31,000	Salary and Wages allocated @ 50% for Communications and 50% Economic Development
PAYROLL TAXES	\$0	\$0	\$0	\$2,372	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$0	\$0	\$2,331	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$8,225	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$0	\$0	\$240	
<b>SUB-TOTAL ECONOMIC DEVELOPMENT:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$44,167</b>	

**TOWN OF MIAMI LAKES**  
**FY2016-2017 PROPOSED BUDGET**  
**GENERAL FUND**  
**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
--------------------------	----------------------	--------------------------------	--------------------------------	---------------------------------	----------

**COMMUNICATIONS**

SALARIES	\$0	\$0	\$0	\$31,000	Salary and Wages allocated @ 50% for Communications and 50% Economic Development
PAYROLL TAXES	\$0	\$0	\$0	\$2,372	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$0	\$0	\$2,331	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$8,225	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$0	\$0	\$240	
<b>SUB-TOTAL COMMUNICATIONS:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$44,167</b>	

**SPECIAL EVENTS**

SALARIES	\$0	\$0	\$0	\$58,384	Current Salary and Wages
PAYROLL TAXES	\$0	\$0	\$0	\$4,466	Calculated based on 7.65% of salary
FRS RETIREMENT CONTRIBUTION	\$0	\$0	\$0	\$4,390	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$0	\$0	\$0	\$17,582	Includes medical, dental, vision and life
WIRELESS STIPEND	\$0	\$0	\$0	\$480	
SPEC EVENTS VETERANS DAY	\$6,870	\$7,150	\$7,150	\$6,000	Veterans Day Parade supplies. FY16 Donations received to offset expenses
SPEC EVENTS 4TH JULY	\$25,000	\$25,000	\$25,000	\$25,000	Fireworks
OTHER EVENTS - 15 YEAR TOWN ANNIV	\$0	\$23,750	\$24,640	\$0	FY16 Donations received for the Town's 15-yr anniversary celebration
<b>SUB-TOTAL SPECIAL EVENTS:</b>	<b>\$31,870</b>	<b>\$55,900</b>	<b>\$56,790</b>	<b>\$116,303</b>	

**COMMITTEES**

**NEIGHBORHOOD IMPROVEMENT COMMITTEE**

CRIME CRIME WATCH FORUM	\$0	\$0			
LAKE LAKE AWARENESS MONTH	\$0	\$200			
LAKE TESTING	\$0	\$850			
HOA QUARTERLY HOA PROJECTS	\$117	\$100			
LITT ANTI LITTER CAMPAIGN	\$0	\$1,500			
THE HOUSE/BUSINESS MONTH CONTEST	-\$52	\$0			
<b>TOTAL NEIGHBORHOOD IMP COMMITTEE:</b>	<b>\$64</b>	<b>\$2,650</b>	<b>\$2,650</b>	<b>\$2,650</b>	

**CULTURAL AFFAIRS COMMITTEE**

ARTPA ART IN THE PARKS	\$0	\$4,197			
BOOK BOOK READING	\$591	\$553			
COF CONCERT ON THE FAIRWAY	\$12,144	\$12,700			
CON CONCERTS	\$4,504	\$7,500			
DANCE COUNTRY WESTERN/SQUARE DANCE	\$0	\$1,900			
FOUR FOURTH OF JULY	\$12,385	\$12,000			
HISP HISPANIC HERITAGE	\$0	\$450			
S FLI SPRING FLING(PAINT A PICTURE)	\$492	\$600			
<b>TOTAL CULTURAL AFFAIRS COMMITTEE:</b>	<b>\$30,116</b>	<b>\$39,900</b>	<b>\$39,900</b>	<b>\$39,900</b>	

**ECONOMIC DEVELOPMENT COMMITTEE**

MARKE MARKETING MATERIALS	\$18,337	\$5,400			
ML CH MISC EXPENSES	\$0	\$7,000			
REALT REALTOR EVENTS	\$0	\$5,200			
TRADE SHOW - BIO FLORIDA	\$0	\$1,600			
SHOWS MISC EXPENSES	\$100	\$3,000			
<b>TOTAL ECONOMIC DEVELOPMENT COMMITTEE:</b>	<b>\$18,437</b>	<b>\$22,200</b>	<b>\$22,200</b>	<b>\$22,200</b>	

**EDUCATIONAL ADVISORY BOARD**

AP LANGUAGE ARTS PROGRAM	\$16,653	\$26,000			
DIREC DIRECT INSTRUCTION TUTORING	\$19,000	\$5,000			
FRIEN FRIENDS OF THE LIBRARY	\$4,000	\$4,000			
IMAG IMAGINATION LIBRARY	\$1,760	\$2,000			

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

Expenditure by Line Item

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
MISC. MISC. EXPENSES	\$661	\$300			
SAT/ SAT/ACT PREP COURSES	\$4,021	\$4,000			
STEM ELECTIVE COURSES	\$0	\$17,000			
<b>TOTAL EDUCATIONAL ADVISORY BOARD:</b>	<b>\$46,095</b>	<b>\$58,300</b>	<b>\$58,300</b>	<b>\$58,300</b>	
<b>ELDERLY AFFAIRS COMMITTEE</b>					
FORU COMMUNITY FORUMS	\$1,840	\$3,500			
HF EAC - HEALTH FAIR	\$2,491	\$1,000			
MEET MEETING EXPENSES	\$67	\$0			
METET MEET & EAT	\$4,419	\$5,000			
SENIO SENIOR FIELD TRIP	\$4,722	\$6,500			
SG SR. GAMES	\$2,488	\$3,500			
SRSOF SENIOR SOFTBAL	\$0	\$0			
SRSO SENIOR SOCIAL	\$14,232	\$20,500			
<b>TOTAL ELDERLY AFFAIRS COMMITTEE:</b>	<b>\$30,258</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$36,000</b>	
<b>YOUTH ACTIVITIES TASK FORCE</b>					
BR BICYCLE RODEO	\$2,996	\$1,000			
FIT FAIR	\$321	\$0			
FISHI FISHING CLINIC	\$299	\$0			
HHH HALLOWEEN HAUNTED HOUSE	\$4,661	\$8,650			
HIST HISTORICAL SCAVENG	\$1,561	\$0			
JUST JUST RUN	\$1,590	\$1,000			
KITE GO FLY A KITE	\$467	\$0			
MLR MIAMI LAKES ROCKS	\$8,219	\$3,962			
MP MOVIES IN THE PARK	\$14,367	\$19,149			
SPRIN SPRING FLING	\$3,793	\$4,834			
SUMMER YOUTH EMPL INITIATIVE	\$0	\$250			
WINTERFEST	\$0	\$7,500			
<b>TOTAL YOUTH ACTIVITIES TASK FORCE:</b>	<b>\$41,257</b>	<b>\$46,345</b>	<b>\$46,345</b>	<b>\$37,100</b>	
<b>PUBLIC SAFETY COMMITTEE</b>					
PUBLIC SAFETY COMMITTEE	\$125	\$250			
BRKF POLICE APPRECIATION BREAKFAST	\$1,485	\$1,000			
CERT C.E.R.T TRAINING	\$0	\$0			
EDUCATIONAL MATERIALS	\$0	\$750			
<b>TOTAL PUBLIC SAFETY COMMITTEE:</b>	<b>\$1,610</b>	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$2,000</b>	
<b>VETERANS AFFAIRS COMMITTEE</b>					
CARE PACKAGE DRIVE	\$0	\$850			
DED C DEDICATION CEREMONY-VETS MEM	\$162	\$0			
FLAG FLAG RETIREMENT CEREMONY	\$134	\$100			
MM MARLINS FIELD TRIP-MILITARY MONDAY	\$0	\$500			
PLAQU PURCH TREES W/PLAQUES	\$798	\$900			
V COM VETERANS COMMITTEE SHIRTS	\$204	\$0			
VET J VETERANS JOB FAIR	\$83	\$0			
<b>UB-TOTAL VERTERANS AFFAIRS COMMITTEE:</b>	<b>\$1,381</b>	<b>\$2,350</b>	<b>\$2,350</b>	<b>\$2,000</b>	
<b>TOTAL COMMITTEES EXPENDITURES:</b>	<b>\$169,219</b>	<b>\$213,745</b>	<b>\$213,745</b>	<b>\$200,150</b>	
<b>COMMUNITY ENGAGEMENT AND OUTREACH</b>	<b>\$223,021</b>	<b>\$331,441</b>	<b>\$330,959</b>	<b>\$795,834</b>	
<b>PUBLIC WORKS</b>					
<b>PUBLIC WORKS ADMINISTRATION</b>					
REGULAR SALARIES	\$102,413	\$109,500	\$115,448	\$119,500	50% funding for Chief of Operations and 50% Public Works Director salaries
ADMINISTRATIVE SUPP TO STORMWA	-\$30,000	\$0	\$0	\$0	Director support of Stormwater Program
PAYROLL TAXES	\$7,946	\$8,166	\$8,621	\$8,931	Calculated based on 7.65% of salaries

**TOWN OF MIAMI LAKES  
FY2016-2017 PROPOSED BUDGET**

**GENERAL FUND**

**Expenditure by Line Item**

ACCOUNT NAME/DESCRIPTION	FY2014-15 ACTUALS	FY2015-16 AMENDED BUDGET	FY2015-16 Y/E PROJECTION	FY2016-17 PROPOSED BUDGET	COMMENTS
FRS CONTRIBUTIONS	\$7,279	\$5,969	\$8,026	\$8,234	Rate increase from 7.26% to 7.52% thru Jul '17
HEALTH & LIFE INSURANCE	\$10,783	\$8,504	\$9,517	\$10,945	Includes medical, dental, vision and life
WIRELESS STIPEND	\$515	\$480	\$480	\$480	Stipend for PW Director
TOWN ENGINEER	\$29,695	\$35,200	\$51,200	\$42,500	PW Inspector \$17,500; EA Perez for townwide projects and misc drainage (\$10,000); KHA (\$15,000) for misc support
PERMITS PLAN REVIEW	\$25,403	\$38,000	\$38,000	\$38,000	Independent Contractor for plans review and inspections
VEHICLE REPAIR & MAINTENANCE	\$3,232	\$4,000	\$4,000	\$4,000	Maintenance for 2 PW vehicles
UNDERGROUND UTILITY LOCATION	\$22,438	\$27,240	\$24,549	\$27,240	High Tech (\$25,920), Sunshine state one call (\$1,320)
PW MISCELLANEOUS	\$3,830	\$0	\$5,000	\$5,000	Removal of holiday banners
OPERATING SUPPLIES	\$3,084	\$3,000	\$3,000	\$3,000	banners, chlorine, tools, materials for field work
UNIFORMS	\$40	\$40	\$125	\$40	Includes 1 shirt for PW Director
VEH OPERATING & MAINT	\$2,357	\$3,000	\$3,619	\$3,000	Fuel and lubricants 2 PW vehicles
FURN & EQUIP NON CAPITAL	\$3,999	\$4,000	\$4,000	\$4,000	FY16 new trailer purchased. FY17 Signage, barricades and other PW equipment
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	No FY17 budget
<b>JB-TOTAL PUBLIC WORKS ADMINISTRATION:</b>	<b>\$193,013</b>	<b>\$247,099</b>	<b>\$275,585</b>	<b>\$274,871</b>	
<b>PW - GREEN SPACE</b>					
RIGHT OF WAY ELECTRICITY	\$9,514	\$11,000	\$9,942	\$11,000	Electricity for entrance features, fountains and pumps
WATER	\$44,072	\$51,000	\$71,518	\$65,000	water and sewer
REPAIR & MAINTENANCE	\$502,166	\$510,000	\$506,153	\$525,000	Grounds (\$334,000), FDOT ROW (\$14,884), Flowers/landscape beds and cul-de-sac (\$70,000), litter and debris/doggie stations (\$94,000), misc repairs including plumbing, electrical and handyman services (\$12,116)
PUBLIC WORK ENTRY MAINT	\$2,280	\$4,700	\$4,700	\$4,700	Includes maintenance (\$2,700) and painting (\$2,000) of 3 features: 67th, 154th and 87th
EXTERMINATION SERVICES	\$1,250	\$3,000	\$3,000	\$3,000	Extermination of rodents, bees, dead animals, etc
PW TREE REMOVAL	\$16,950	\$20,000	\$20,000	\$20,000	Removal of invasive, hazardous or dead trees
TREE TRIMMING	\$130,916	\$170,000	\$170,000	\$170,000	Per contract based on three year cycle; 5700 trees per cycle
NEW TREE PLANTING	\$15,340	\$62,500	\$50,000	\$50,000	Remove black olive trees and replace with a variety of other species
TREE REPLACEMENT PROG-BLACK OL	\$15,180	\$0	\$0	\$0	
BEAUTIFICATION PLAN	\$25,989	\$30,000	\$30,000	\$0	Non capital beautification of major corridor and swales (irrigation/sod)
<b>SUB-TOTAL PW-GREEN SPACE:</b>	<b>\$763,656</b>	<b>\$862,200</b>	<b>\$865,314</b>	<b>\$848,700</b>	
<b>TOTAL PUBLIC WORKS EXPENDITURES:</b>	<b>\$956,670</b>	<b>\$1,109,299</b>	<b>\$1,140,899</b>	<b>\$1,123,571</b>	
<b>NON-DEPARTMENTAL</b>					
EX ORD ITEM, PUBLIC OFFICIALS LEGAL REIMB	\$0	\$460,000	\$460,000	\$0	FY16 Settlement of Mayor's legal fees (\$460,000). FY17 Settlement of Mayor's civil legal fees.
SPECIAL ITEM, FEMA REIMB	\$0	\$747,000	\$746,705	\$0	FY16 Reimbursement of Wilma hurricane expenses to FEMA due to disallowances
RESERVE FOR LITIGATION/SETTLEMENT	\$0	\$157,500	\$0	\$0	Reserve (\$300,000-\$50,000-\$2500-\$30000)
<b>TOTAL NON-DEPARTMENTAL EXPENDITURES:</b>	<b>\$0</b>	<b>\$1,364,500</b>	<b>\$1,206,705</b>	<b>\$0</b>	
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$16,438,995</b>	<b>\$19,887,127</b>	<b>\$19,465,369</b>	<b>\$15,753,634</b>	

**RESOLUTION NO. 16-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA DECLARING, AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, THE TOWN'S PROPOSED MILLAGE RATE, ROLLED-BACK RATE COMPUTED PURSUANT TO 200.065(1), FLORIDA STATUTES, AND THE DATE, TIME, AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2016-2017; 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 (2016), provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

**WHEREAS**, Section 200.065, Florida Statutes (2016), 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 (2016);

**WHEREAS**, on July 1, 2016, 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 2016 taxable value; and

**WHEREAS**, the Town Manager and Staff have prepared a tentative budget and have computed a proposed millage rate necessary to fund the tentative 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 (2016), 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 (2016), 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 2016-2017 is declared to be 2.3518 mills, which is \$2.3518 per \$1,000.00 of assessed property within the Town of Miami Lakes.

**Section 3. Declaration of Rolled-Back Rate.** The rolled-back rate, as computed pursuant to Section 200.065, Florida Statutes, is 2.2194 mills, which is \$2.2194 per \$1,000.00 of assessed property within the Town of Miami Lakes. The proposed millage rate is 5.97% 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 tentative 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 6, 2016

Time: 5:01 p.m.

Place: Council Chambers, Town Hall, 6601 Main Street, Miami Lakes, Florida 33014

**Second Public Budget Hearing (to finalize the budget and adopt a millage rate):**

Date: Tuesday, September 20, 2016

Time: 6:00 p.m.

Place: Council Chambers, Town Hall, 6601 Main Street, Miami Lakes, Florida 33014

**Section 5. Authorization of Town Manager.** In the event that the Board of County Commissioners of Miami-Dade County, Florida, or the Miami-Dade County School Board schedule any County Budget Hearing on a date scheduled for a Town of Miami Lakes Budget Hearing, the Town Manager is authorized to change the date of either or both of the Town of Miami Lakes Budget Hearings.

**Section 6. Directions to Town Clerk.** The Town Clerk is directed to attach the original Certification of Taxable Value to a certified copy of this Resolution and effect service of same upon the Honorable Pedro J. Garcia, Miami-Dade County Property Appraiser on or before Friday, August 5, 2016.

**Section 7. Effective Date.** This Resolution shall be effective immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this 26<sup>th</sup> day of July, 2016.

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 Michael A. Pizzi, Jr. \_\_\_\_\_  
Vice Mayor Tim Daubert \_\_\_\_\_  
Councilmember Manny Cid \_\_\_\_\_  
Councilmember Tony Lama \_\_\_\_\_  
Councilmember Ceasar Mestre \_\_\_\_\_  
Councilmember Frank Mingo \_\_\_\_\_  
Councilmember Nelson Rodriguez \_\_\_\_\_

---

Michael A. Pizzi, Jr.  
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:**       **Councilmember Tony Lama**

**Subject:**     **Accelerating Economic Development**

**Date:**        **July 13, 2016**

---

### **Recommendation:**

It is my understanding that unlike other municipalities Miami Lakes requires that a plat be recorded with the county prior to the pulling of any building permits. It is also my understanding that it would be a relatively simple modification to our land development code that would allow construction to begin after final plat approval prior to the recording. I would like to discuss with my colleagues removing this obstacle to economic development in our Town.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

---

**To:**           **Honorable Mayor and Councilmembers**

**From:**       **Councilmember Ceasar Mestre**

**Subject:**     **CPR Awareness and Training Event**

**Date:**       **July 26, 2016**

---

### **Recommendation:**

I would like to have a dialogue with my colleagues about having a community event during the month of October to raise awareness and train individuals on CPR. This event would be paid for by private sponsors in conjunction with the Miami Lakes Chamber of Commerce and our Public Safety Committee.

Fiscal Impact: Low



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Nelson Rodriguez

**Subject:** On Site Visit for Oak Trees

**Date:** July 26, 2016

---

### **Recommendation:**

As a result of the University of Florida's report on the condition of our oak trees, I'm asking the Council to consider requesting an on site visit to Miami Lakes. The report provided to us by Mr. Jason A. Smith indicates that the report was based on pictures that were provided by the Town.

I believe that a physical onsite visit may be required in order to give us a true assessment of the condition of the sick oaks. As you know the tree canopy is one of our town's trademarks and is integral to our property values.

I understand that this item may require funding. For that reason I will have a second request for the budgeting of an onsite visit.

Please see attached email report authored by Jason Smith, Associate Professor of Forest Pathology at the University of Florida, State Forest Health Extension Specialist, School of Forest Resources and Conservation.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Manny Cid

**Subject:** Miami Dade Fire Impact Fees - New Fire Rescue truck

**Date:** July 26, 2016

---

### **Recommendation:**

I would like to direct everyone involved with the Town's intergovernmental operations to engage Miami Dade County on the issue of fire impact fees. With the new developments in Town, I want to ensure that these dollars stay in the Town to enhance our fire rescue service; specifically to obtain a Town dedicated rescue truck at station 64.

Fiscal Impact: Low



## Town of Miami Lakes Memorandum

---

**To:** Honorable Vice-Mayor and Councilmembers

**From:** Mayor Michael Pizzi

**Subject:** Budget Reform

**Date:** July 26, 2016

---

### **Recommendation:**

I propose that we pass a comprehensive Budget Reform Act to increase efficiency in spending during our budgeting process as follows. This will include the following. First, in view of the number of unfunded mandates, the recent adoption of our Strategic Goals and the fact that our residents priorities may have changed, I recommend that we perform zero based budgeting this year.

Under this proposal there would be no sacred cows and no automatic assumptions that every action taken over the past decade by every Council and every administration is necessarily correct. I do not believe that the Town Council should be handcuffed by prior assumptions and prior policy choices.

I do not believe that our budget discussions should focus exclusively on minor variances from past year's budgets and/or only on how to use carryovers or reserves.

I believe that the Council and staff should take whatever time is needed to start from scratch and go through the entire budget without pre-determined assumption and include new ideas in the mix with old ideas. A zero based budgeting approach can be done while still insuring that whatever decisions are made fund core functions.

Second, we require that with regard to any agenda items we include a statement as to where in the budget the funds are coming from. Further, that before we vote to approve new spending items, that we require a statement as exactly where the funds are coming from, and that there be a corresponding cut in the budget from some other item if there are no funds for the new item in the existing budget.

Third, we would mandate that all major contracts be reviewed before we conclude the budget process to determine if there are contracts that could be modified, terminated or rebid in order to improve efficiencies in expenditure of funds.

Fourth, we would rescind the vote that allocated \$50,000 on advertising for commercial

rentals and place those monies back into the general funds to be used for unfunded mandates, which I believe are a great priority for residents. It is my intention to move that we adopt a budget reform act with all four components in an omnibus motion.

Fiscal Impact: Medium



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Tony Lama

**Subject:** Uber

**Date:** July 26, 2016

---

### **Recommendation:**

At the May 2015 meeting, this Council unanimously agreed to support Commissioner Bovo's efforts regarding Uber and Lyft. Most recently the Miami-Dade commissioners on a 9-2 vote passed ordinances that legalized the Uber business model, which uses freelance drivers charging fees that rise and fall with sales. I would like to direct the Manager to begin negotiations with Uber to develop a 6 month interim agreement to explore and assess options to replace the Town's On-Demand Bus Services. This will required a waiver of the competitive bidding process.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

---

**To:**           **Honorable Mayor and Councilmembers**

**From:**       **Councilmember Ceasar Mestre**

**Subject:**     **Mosquito Spraying**

**Date:**       **July 26, 2016**

---

### **Recommendation:**

I would like to have a discussion with my colleagues regarding the mosquito spraying performed by the County. Mosquito spraying is essential in our community, especially to alleviate the Zika virus as well as other mosquito borne illnesses caused by mosquito breeding.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

---

**To:**            **Honorable Mayor and Councilmembers**

**From:**        **Councilmember Manny Cid**

**Subject:**     **Miami-Dade Police Department Forfeiture**

**Date:**        **July 26, 2016**

---

### **Recommendation:**

I would like to direct the Mayor, Manager and Town attorney to write a letter and engage the MDPD in regards to forfeitures. Since the County police department is a vendor/independent contractor I believe that we can make request of the Florida Law Enforcement Trust fund for equipment and training for Miami Lakes law enforcement personnel.

Fiscal Impact: Low



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Vice-Mayor and Councilmembers

**From:** Mayor Michael Pizzi

**Subject:** Citizen Input and Customer Service

**Date:** July 26, 2016

---

### **Recommendation:**

In order to maximize public input, I would like to do a comprehensive citizen survey and input campaign where we can reach out to the people and obtain an objective evaluation of everything that we do as a municipality. I would like us to be proactive and use every available resource in conducting a comprehensive survey of citizen satisfaction on everything from tree trimming to potholes, traffic to community policing, permitting and every other service we provide. I would like to provide the public with the maximum opportunity to give input into the level of service provided in every area.

Fiscal Impact: High ~ \$25k



## **Town of Miami Lakes Memorandum**

---

**To:**           **Honorable Vice-Mayor and Councilmembers**

**From:**       **Mayor Michael Pizzi**

**Subject:**     **Landscaping and Tree Trimming Review**

**Date:**       **July 26, 2016**

---

### **Recommendation:**

I would like to review, in a public forum and with room for resident input, all current landscaping and tree trimming contracts in order to determine if we are receiving an acceptable level of performance and to consider modification or termination depending upon public input and staff recommendations.

Fiscal Impact: High



## **Town of Miami Lakes Memorandum**

---

**To:           Honorable Mayor and Councilmembers**

**From:        Councilmember Ceasar Mestre**

**Subject:     Lighting Town Hall Blue**

**Date:        July 26, 2016**

---

### **Recommendation:**

I would like to request we light up Town Hall in blue to show our continued support to Town police in light of another senseless police killing.\*

\*This report requires a waiver of Section 7.2 of the Special Rules of Order of the Town of Miami Lakes.



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Mayor and Councilmembers**

**From: Councilmember Nelson Rodriguez**

**Subject: ALS Transport Unit for Station 64**

**Date: July 26, 2016**

---



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Mayor and Councilmembers**

**From: Councilmember Manny Cid**

**Subject: BTR Letter**

**Date: July 26, 2016**

---

### **Recommendation:**

Please see attached report.



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Vice-Mayor and Councilmembers**

**From: Mayor Michael Pizzi**

**Subject: Meetings on traffic initiatives, including MPO, 154th Street Bridge and NW 170th Street**

**Date: July 26, 2016**

---



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Manny Cid

**Subject:** Facebook Ads

**Date:** July 26, 2016

---

### **Recommendation:**

Please see attached.



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Vice-Mayor and Councilmembers**

**From: Mayor Michael Pizzi**

**Subject: Need for Fire Rescue at Miami Lakes Fire Stations**

**Date: July 26, 2016**

---



## **Town of Miami Lakes Memorandum**

---

**To:** Honorable Mayor and Councilmembers

**From:** Councilmember Manny Cid

**Subject:** Zip Code Update

**Date:** July 26, 2016

---

### **Recommendation:**

\*This report requires a waiver of Section 6.7 of the Special Rules of Order of the Town of Miami Lakes.



## **Town of Miami Lakes Memorandum**

---

**To:**            **Honorable Mayor and Council Members**

**From:**        **Town Manager, Alex Rey**

**Subject:**     **Comprehensive Annual Financial Report (CAFR) FY2015 Presentation**

**Date:**        **July 26, 2016**

---

### **Background:**

The Comprehensive Annual Financial Report (CAFR) is the combined financial statement of all funds. The Town has six funds: General Fund, Special Revenue, Electric Utility Tax, Debt Service, Capital Projects, and Storm Water Utility Fund.

Pursuant to the Florida Statute Chapter 218 and of the rules of the Auditor General, the Town is required to report all financial activities at the end of every fiscal year. The Government Finance Officers Association awarded the Town a Certificate of Achievement for Excellence in Financial Reporting for fiscal years 2012, 2013 and 2014.

To prepare the CAFR, the Town is required to perform an independent audit of all financial activity during the fiscal year by a licensed CPA firm. At the end of the fiscal year 2015, the Town has positive balances in all three categories of net position. The Town is in a very healthy and favorable financial position.

The CAFR will be presented to you by a representative of the Town's audit firm, GLSC & Company, PLLC. The CAFR can be found in the "Finance Section" of the Town's website.



## **Town of Miami Lakes Memorandum**

---

**To: Honorable Mayor and Councilmembers**

**From: Alex Rey, Town Manager**

**Subject: Request by Cultural Affairs Committee for Reallocation of Funds**

**Date: July 26, 2016**

---

### **Recommendation:**

Approve the reallocation to proceed with the Country Music Concert scheduled for Saturday, September 17th.

### **Attachments:**

**Request for Reallocation of Funds**

# MIAMI LAKES

Growing Beautifully

6601 Main Street • Miami Lakes, Florida, 33014

(305) 364-6100 • Fax: (305) 558-8511

www.miamilakes-fl.gov

## REQUEST FOR REALLOCATION OF FUNDS

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Cultural Affairs Committee | <input type="checkbox"/> Education Advisory Board    |
| <input type="checkbox"/> Elderly Affairs Committee             | <input type="checkbox"/> Par 3 Park Committee        |
| <input type="checkbox"/> Neighborhood Improvement Committee    | <input type="checkbox"/> Special Needs Committee     |
| <input type="checkbox"/> Public Safety Committee               | <input type="checkbox"/> Youth Activities Task Force |
| <input type="checkbox"/> Planning & Zoning Board               | <input type="checkbox"/> Veterans Committee          |
| <input type="checkbox"/> Economic Development Committee        | <input type="checkbox"/> Other: _____                |

Amount: \$ 7973.00

Date Approved by Committee: 07/14/2016  
(Please attach meeting minutes)

*\*Pursuant to the Town's Budget Ordinance, if the request exceeds \$700 it must be presented and approved by the Town Council at a Council Meeting.*

**Reason for Request:**

Committee would like to host Country Music Concert  
on Saturday, September 17TH at Picnic Park West

**What line item are the funds currently allocated in? (Line item number and description)**

0017307 - 548151 - ARTPA, COF, DANCE, HISP

**What line item are you requesting the funds be reallocated to? (Line item number and description)**

0017307 - 548151 - CON

 7-20-16  
Chairperson Date

**FOR OFFICE USE ONLY:**

- Approved  
 Denied

Budget revised by:

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

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# TOWN OF MIAMI LAKES

## CULTURAL AFFAIRS COMMITTEE

July 14, 2016

### Minutes

**CALL TO ORDER:** Meeting was called to order by Neil Robinson at 7:04pm

**ROLL CALL:** Neill Robinson, Felicia Salazar, Andrew Quinones, Charles James, Elsa Reus, Dot Cook and staff member Clarisell De Cardenas.

Absent: Raiza Velez Mary Collins and Bunny Patchen

Guests: Emily Garcia, Summer Intern for Councilman Manny Cid

**PUBLIC COMMENTS:** None

**REVIEW OF MINUTES:** Felicia Salazar made motion to accept minutes as presented. Motion received second from Andrew Quinones.

#### OLD BUSINESS

**July 4<sup>th</sup> Debriefing:** Neill suggested that the music be more diversified for next year's event and that we should consider additional speakers on the north end of the park. Members were pleased with the turn out of the events.

**CAC report to council:** Neill spoke on the council budget workshop and the presentation of proposed CAC budget.

**Country Music Concert:** Cost to host event on September 17<sup>th</sup> totals \$7500. Elsa made a motion to approve hosting the event and requesting a budget transfer from Art in the Park, Concert on the Fairway, Dance, and Hispanic to Concerts line item totaling \$7973.00. Motion received second from Felicia Salazar. All were in favor.

**CAC Events Calendar:** Subcommittees were created for FY16/17 events.

Hispanic Heritage: Felicia, Raiza, Andrew

Classic Film in the Park: Neill, Dot, Elsa

Holiday Book Reading: Charles

Art Basel Miami Lakes: Neill, Felicia, Raiza

Jazz in the Park: Neill, Andrew

Black History Month Concert: Charles

Women's History Month: Dot, Elsa

Scottish American Heritage Concert: Neill, Felicia, Andrew

Paint a Picture for Mom: Elsa, Felicia, Charles

Father's Day Fishing: Felicia

Independence Day Celebration: All CAC Members

Symphony of the Americas Concert: Felicia

**Japan Economic Development:** Neill presented information on the Saki Tasting Event that will take place on September 8, 2016 at Miami Lakes Automall.

**ANNOUNCEMENTS:** Charles James invited all to FMU Chorale Fundraiser on November 12 at Main Street Theater. Neill Robinson mentioned discount tickets for Cercopolis at the Adrienne Arsht Center.

**ADJOURNMENT:** Neil Robinson motions to adjourn. Motion received a second and all were in favor.



## Town of Miami Lakes Memorandum

---

**To:** Honorable Mayor and Town Council

**From:** Raul Gastesi, Esq., Town Attorney

**Subject:** Status on Pizzi Litigation & Attorney's Fees

**Date:** July 26, 2016

---

### **Recommendation:**

As of the date this agenda is published (July 20, 2016), it is unknown whether the mediation on July 25, 2016 will result in a settlement that would be subject to Town Council approval. If there is a settlement that results from the mediation, the Town Attorney may recommend that the Town Council adopt and approve a mediated settlement agreement at the July 26, 2016 meeting.

### **Background:**

#### **Status Updates on Criminal Fees & Insurance Litigation Cases**

The Town Attorney will provide an update on the status of the Criminal Fees case (case number 2015-19303-CA-01; Michael Pizzi v. Town of Miami Lakes) and the status of the Insurance Litigation (case number 2016-4682-CA-01; Town of Miami Lakes v. Preferred Governmental Insurance Trust).

#### **Request for Executive Sessions**

The Town Attorney will request executive sessions to discuss the Criminal Fees case and Insurance Litigation case against the insurance company.

#### **Upcoming Hearings/Events in the Criminal Fees Case:**

On **Monday, July 25, 2016** the parties will participate in a mediation in an attempt to resolve

the issues of the Criminal Fees Case. Although the Town Attorney cannot discuss the substance of what is discussed during the mediation, the Town Attorney will advise as to the result of the mediation (e.g., settlement pending approval by the Town Council; impasse; or mediation continues).

As of the date this agenda is published (July 20, 2016), Mayor Pizzi's attorneys have scheduled a hearing to be held on **November 30, 2016** (after the stay period that expires November 15, 2016) on the Town's Amended Motion to Dismiss. The hearing was scheduled on June 13, 2016. In addition, Mayor Pizzi's attorneys scheduled a hearing for **January 18, 2017** on the Mayor's Motion for Partial Summary Judgment. This hearing was scheduled on June 29, 2016.

#### **Upcoming Hearings/Events in the Insurance Litigation Case:**

On **Thursday, June 9, 2016** a hearing was held on the insurance company's motion to dismiss the Town's case. The Town successfully defended the motion and the insurance company was ordered to answer the Town's lawsuit on or before June 29, 2016. The insurance company filed an answer to the lawsuit on June 29, 2016 and simultaneously issued a request for production to the Town.



## Town of Miami Lakes Memorandum

---

**To:** Mayor and Town Council

**From:** Raul Gastesi, Esq., Town Attorney

**Subject:** F71-1, LLC and F69-1, LLC v. Town of Miami Lakes

**Date:** July 26, 2016

---

### **Recommendation:**

The Town Attorney will provide an update on the status of the litigation filed by F71-1, LLC and F69-1, LLC against the Town of Miami Lakes (case no.: 2016-15279-CA-01).

No action is being requested of the Town Council as of the date this agenda is published.

### **Background:**

#### **Status Update on Case**

On June 23, 2016, the Plaintiffs, F71-1, LLC and F69-1, LLC, which are allegedly business entities controlled by Betty L. Dunn, filed a lawsuit against the Town of Miami Lakes.

The allegations brought by the Plaintiffs are primarily that the Town breached a Development Agreement which was adopted by Town Resolution No. 11-883. The Plaintiffs contend that the purported breach has impaired their property rights and contractual rights. The land that is the subject of the Development Agreement are those parcels of currently vacant land generally located at the northwestern part of NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue.

On July 1, 2016, the Plaintiffs, through their attorney, sent the Town a demand for settlement of this lawsuit in the amount of \$1,315,614 payable immediately and a binding agreement that the Plaintiffs have “fully satisfied ALL conditions of the Development Agreement, as it relates to Parcels B and C effective immediately, and will not be required to any additional performance and/or any payments under the Town’s Mobility Fee.”

On July 12, 2016, the Town's insurance company assigned the law firm of Weiss Serota Helfman Cole & Bierman to defend the Town in this case. It is the insurance company's position that the Town has limited coverage in this case up to \$100,000 inclusive of expenses and after application of the general liability deductible.

**Request for Executive Sessions**

The Town Attorney may request executive sessions to discuss the F71-1, LLC and F69-1, LLC v. Town of Miami Lakes case.

**Upcoming Hearings/Events in the Case:**

At this time, there are no hearings or other events scheduled to take place.